

File #: 2020-047

Owner's Name: Banyan Grove Residences, LTD
& SH Marinas 6000, LLC

Applicant: Smith / Hawks, PL

Agent: Barton W. Smith, Esq
Jess Goodall, Esq.

Type of Application: Amendment to Development
Agreement

Key: Stock Island

RE #: 00124140.000000
00127480.000000

Additional Information added to File 2020-047

End of Additional File 2020-047

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Request for a Development Agreement or an Amendment to a Development Agreement

An application must be deemed complete and in compliance with the Monroe County Code by the Staff prior to the item being scheduled for review.

Development Agreement Application Fee: \$13,460.00

In addition to the application fee, the following fees also apply:

Advertising Costs: \$245.00

Surrounding Property Owner Notification: \$3.00 for each property owner required to be noticed

Transportation Study Review: \$5,000.00 Deposit (any unused funds will be returned upon approval)

Advertising and Noticing fees for a community meeting: \$245.00 plus \$3.00/SPON

Date of Request: 03 / 02 / 2020
Month Day Year

Applicant / Agent Authorized to Act for Property Owner: (Agents must provide notarized authorization from all property owners.)

SMITH / HAWKS, PL

Barton W. Smith, Esq/Jess Miles Goodall, Esq.

Applicant (Name of Person, Business or Organization)

Name of Person Submitting this Application

138 SIMONTON STREET, KEY WEST, FLORIDA 33040

Mailing Address (Street, City, State and Zip Code)

(305) 297-7227

Bart@SmithHawks.com/Jess@SmithHawks.com

Work Phone

Home Phone

Cell Phone

Email Address

Property Owner: (Business/Corp must include documents showing who has legal authority to sign.)

(A) Banyan Grove Residences, LTD. (B) SH MARINA 6000, LLC c/o AGENT

(Name/Entity)

Contact Person

c/o AGENT

Mailing Address (Street, City, State and Zip Code)

c/o AGENT

c/o AGENT

Work Phone

Home Phone

Cell Phone

Email Address

Legal Description of Property:

(If in metes and bounds, attach legal description on separate sheet.)

Block

Lot

Subdivision

Key

(A) 00124140-000000 (B) 00127480-000000 (A) 1158275 (B) 1161667

Real Estate (RE) Number

Alternate Key Number

(A) 5455 MacDonald Ave., Stock Island, FL 33040 (B) 6000 Peninsular Ave., Stock Island, FL 33040

5

Street Address (Street, City, State & Zip Code)

Approximate Mile Marker

APPLICATION

If more than one property will be affected by the development agreement, please attach additional sheets providing the names of all property owners and the legal descriptions of all properties (with real estate numbers) involved.

Future Land Use Map Designation(s) of Property(s): (A) MIXED USE/COMMERCIAL (MC) (B) MIXED USE/COMMERCIAL (MC)

Land Use (Zoning) District Designation(s) of Property(s): (A) MIXED USE (MU) (B) MIXED USE (MU)

Present Land Use(s) of Property(s): Multi-Family Affordable Housing/private marina, market rate vacation rentals, restaurant, and affordable housing

Land Area of Property(s): (A) 2.43 Acres (B) 13.14 Acres

Provide the names of all parties which would be involved in the development agreement:

1) Banyan Grove Residences, LTD.

2) SH MARINA 6000, LLC

3) Monroe County

Provide a clear description of the proposed use(s) on the property(s):

See attached letter and First Amended Development Agreement for Banyan Grove Residences, LTD, and Stock Island Yacht Club.

Provide a clear description of the proposed population densities, and the proposed building intensities and height for the development on the property(s):

See attached letter and First Amended Development Agreement for Banyan Grove Residences, LTD, and Stock Island Yacht Club.

Provide a clear description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities (if needed) will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development:

See attached letter and First Amended Development Agreement for Banyan Grove Residences, LTD, and Stock Island Yacht Club.

Provide a clear description of any reservation or dedication of land for public purposes:

N/A

Proposed duration of development agreement (Note: May not exceed 10 years): 10 Years

A development agreement must be consistent with the Comprehensive Plan and Land Development Regulations.

APPLICATION

Applicants requesting a Development Agreement shall provide for public participation through a community meeting.

Scheduling. The applicant will coordinate with the Planning Director regarding the date, time and location of the proposed community meeting; however, all meetings are to be held on a weekday evening at a location close to the project site, between 45 and 120 days prior to the first of any public hearings required for development approval.

Notice of Meeting. The community meeting shall be noticed at least 15 days prior to the meeting date by advertisement in a Monroe County newspaper of general circulation, mailing of notice to surrounding property owners, and posting of the subject property.

Noticing and Advertising Costs. The applicant shall pay the cost of the public notice and advertising for the community meeting and provide proof of proper notice to the Planning Director.

The community meeting shall be facilitated by a representative from the Monroe County Planning & Environmental Resources Department and the applicant shall be present at the meeting.

PROOF OF PROPER NOTICING ON THE COMMUNITY MEETING WILL BE REQUIRED.

Is there an existing approved Development Agreement for this site(s)? ☒ Yes ☐ No
Banyan Grove (See Attached)

Has a previous application been submitted for this site(s) within the past two years? ☐ Yes ☒ No

Is there a pending code enforcement proceeding involving all or a portion of the parcel(s) proposed for development?

☐ Yes ☒ No Code Case file # _____ Describe the enforcement proceedings and if this application is being submitted to correct the violation: _____

APPLICATION

All of the following items must be included in order to have a complete application submission:

(Please check the box as each required item is attached to the application.)

- ☒ **Complete development agreement application** (unaltered and unbound)
- ☒ **If requesting an amendment, attached a copy of the recorded Development Agreement** **Tab A**
- ☒ **Correct fee** (check or money order payable to *Monroe County Planning & Environmental Resources*) **Ck. No. 001270**
- ☒ **Proof of ownership (i.e., Warranty Deed)** **Tab B**
- ☒ **Ownership Disclosure Form** **Tab C**
- ☒ **Current Property Record Card(s) from the Monroe County Property Appraiser** **Tab D**
- ☒ **Location map** **Tab E**
- ☒ **Photograph(s) of site(s) from adjacent roadway(s)** **Tab F**
- ☒ **Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – eight (8) sets** (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; total acreage by habitat; and total upland area **Tab G**
- ☒ **Written description of project** **See attached letter**
- ☒ **Typed name and address mailing labels of all property owners within a 600 foot radius of the property(s) – (three sets).** This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600 foot radius, each unit owner must be included **Tab H**

If applicable, the following items must be included in order to have a complete application submission:

(Please check the box as each required item is attached to the application.)

- ☒ **Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property) **Tab I**
- ☐ **Signed and Sealed Site Plan(s), prepared by a Florida registered architect, engineer or landscape architect– 8 sets** (drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale)
- ☐ **Floor Plans for all proposed structures and for any existing structures to be redeveloped – eight (8) sets** (drawn at an appropriate standard architectural scale and including handicap accessibility features) **N/A**
- ☐ **Elevations for all proposed structures and for any existing structures to be modified – eight (8) sets** (with the elevations of the following features referenced to NGVD 29: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure) **N/A**
- ☐ **Landscape Plan(s) by a Florida registered landscape architect – 8 sets** (may be shown on the site plan; however, if a separate plan, drawn to a scale of 1 inch equals 20 feet, except where impractical and the Director of Planning authorizes a different scale) **N/A**
- ☒ **Traffic Study(s), prepared by a licensed traffic engineer**
- ☒ **Relevant Letters of Coordination**

If deemed necessary to complete a full review of the application, the Planning & Environmental Resources Department reserves the right to request additional information.

* * * * *

APPLICATION

The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order.

By signing this application, the owner of the subject property authorizes the Monroe County Planning & Environmental Resources staff to conduct all necessary site visits and inspections on the subject property.

I, the Applicant, certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: _____

Date: March 2, 2020

STATE OF Florida

COUNTY OF Monroe

Sworn to and subscribed before me this 2nd day of March, 2020,

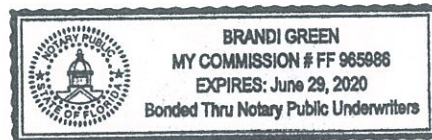
by JESS MILES GOODALL, who is personally known to me OR produced.
(PRINT NAME OF PERSON MAKING STATEMENT)

(TYPE OF ID PRODUCED) as identification.

Brandi Green
Signature of Notary Public

BRANDI GREEN

Print, Type or Stamp Commissioned Name of Notary Public
My commission expires: **06/29/2020**



Send complete application package to:

**Monroe County Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050**

SMITH/HAWKS

ATTORNEYS AT LAW

Barton W. Smith, Esq.
Jess M. Goodall, Esq.
Telephone: (305) 296-7227
Facsimile: (305) 296-8448
Email: Bart@SmithHawks.com
Jess@SmithHawks.com

HAND-DELIVERED

March 3, 2020

Emily Schemper, AICP, CFM
Monroe County Planning and Environmental Resources
2798 Overseas Highway, Suite 400
Marathon, Florida 33050
Email: Schemper-Emily@MonroeCounty-FL.Gov

**RE: BANYAN GROVE RESIDENCES, LTD/SH MARINA 6000, LLC
REQUEST FOR AMENDMENT TO BANYAN GROVE DEVELOPMENT AGREEMENT**

Dear Emily,

Enclosed, please find our clients, Banyan Grove Residences, LTD's ("Banyan") and SH Marina 6000, LLC's ("SH Marina") (collectively, the "Applicant") request to Amend the Banyan Grove Development Agreement¹ ("First Development Agreement"). The amendment request is to enter into a development agreement with Monroe County pursuant to Sections 110-132 and 110-133 of the Monroe County, Florida, Code of Ordinances, and the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243, to allow the transfer of forty-eight (48) market rate permanent residential ROGO exemptions (the "Banyan Grove Market Rate TREs") lawfully associated with the Banyan property, Parcel ID no. 00124140-000000, located at 5455 MacDonald Avenue, Stock Island, FL 33040 ("Banyan Grove"), to an eligible receiver site with Parcel ID No. 00127480-000000, located at 6000 Peninsular Avenue, Stock Island, Florida 33040, known as Stock Island Yacht Club ("SIYC"); and to allow the future redevelopment of SIYC, as described below, pursuant to Monroe County Code Section 130-81 ("First Amended Development Agreement").

The following is provided as a written description of the project and in support of the application:

The First Amended Development Agreement is by and between Monroe County, a political subdivision of the State of Florida ("Monroe County"), Banyan and SH Marina. The First Amended Development Agreement involves the properties as depicted in the aerial photos below:

¹See Development Agreement, by and between Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc, and Monroe County; recorded on January 27, 2011 at Book 2502 Page 607 of the Official Records of Monroe County, Florida

Sender Site:



Receiver Site:



Currently, The County Land Use District (Zoning) map designation for Banyan Grove is Mixed Use ("MU"). The Future Land Use Map ("FLUM") designation is Mixed Use/Commercial ("MC"), and the property's County Tier Overlay District map designation is Tier III.

Emily Schemper, AICP, CFM

RE: SH Marina/Banyan Grove Request for Amendment to Development Agreement

March 3, 2020

Page 3 of 3

Banyan Grove was subject to the First Development Agreement, which recognized that Banyan Grove was entitled to forty-eight (48) affordable housing units, and further provided for the transfer of Banyan Grove Market Rate TREs to a multi-family receiver site in the Lower Florida Keys by a minor conditional use permit, pursuant to Section 130-161.1 of the Monroe County Code. Banyan Grove is currently lawfully recognized to have forty-eight (48) affordable dwelling units on the property, and is legally recognized to have the Banyan Grove Market Rate TREs for transfer.

A Land Use District (Zoning) Map Amendment Application ("LUD Amendment") for SIYC has been submitted simultaneously with this Application. The LUD Amendment will amend the zoning district for SIYC from MU to Destination Resort ("DR"). The FLUM designation of SIYC is MC, and the property's County Tier Overlay District map designation is Tier III. Currently, SIYC is used as a private marina, market rate vacation rentals, restaurant, and affordable housing.

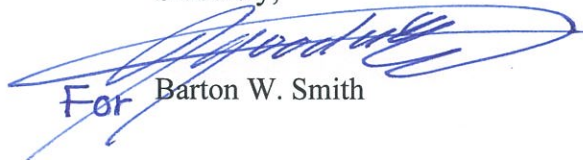
Wrecker's Cay at Stock Island, LLC ("Wrecker's Cay") previously transferred to SIYC eighty (80) Market Rate Dwelling Unit and eighteen (18) Transient Dwelling Units ("Wrecker's Cay Transfers").

Provided such development is designed and approved by all applicable codes, including but not limited to the Monroe County Code and Florida Building Code, the First Amended Development Agreement will allow the transfer of the Banyan Grove Market Rate TREs to SH Marina for future redevelopment of SIYC, pursuant to section 130-81 of the Monroe County Code, by utilizing the Wrecker's Cay Transfers, and the Banyan Grove Market Rate TREs to develop up to one hundred and thirty-one (131) vacation rental units, and up to eighteen (18) transient hotel units, operating as a vacation resort including associated accessory uses. Letters of Coordination from the relevant utilities have been requested and will be supplemented as soon as received.

Based on the foregoing, the Applicant respectfully requests that the county approve the Request for an Amendment to a Development Agreement. Please do not hesitate to contact me with any questions.

Additionally, please find check no. 001270 for the application fee in the amount of \$15,432.00, and a copy of the application package to be date-stamped and returned using the enclosed self-addressed, postage-paid envelope.

Sincerely,


For Barton W. Smith

Enclosures

BWS/JG/bg

Cc: (Electronically):

Ilze Aguila, Sr. Planning Commission Coordinator (Aguila-Ilze@MonroeCounty-FL.Gov)

**FIRST AMENDED DEVELOPMENT AGREEMENT FOR BANYAN GROVE
RESIDENCES, LTD., AND STOCK ISLAND YACHT CLUB.**

THIS FIRST AMENDED DEVELOPMENT AGREEMENT ("Agreement") is entered into on the ____ day of _____ 2020, by and between MONROE COUNTY, a political subdivision of the State of Florida ("Monroe County"), Banyan Grove Residences, LTD., a Florida Limited Partnership ("Banyan"), and SH Marina 6000, LLC, a Florida limited liability company ("SH Marina") (singularly a "Party", or collectively the "Parties"), pursuant to Sections 110-132, 110-133, 130-161.1, 130-84 of the Monroe County, Florida Code of Ordinances (2011) ("Monroe County Code") and the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243 (2013) and is binding on the "Effective Date" set forth herein:

W I T N E S S E T H:

Monroe County and the Parties hereto hereby agree as follows:

I. RECITALS

A. This Agreement involves the transfer of forty-eight (48) market rate ROGO exemptions from a parcel of land known as "Banyan Grove" ("Banyan Grove"), located at 5455 MacDonald Ave, Key West, FL 33040, on Stock Island, at mile marker 5 of US Highway 1, fronting on MacDonald Avenue and US Highway 1, with access to and from the site from MacDonald Avenue the legal description of which is contained in **Exhibit A**. Banyan Grove is owned by Banyan Grove Residences, LTD., a Florida Limited Partnership.

B. This Agreement involves the future redevelopment of property known as "Stock Island Harbor Yacht Club" ("SIYC"), located at 6000 Peninsular Avenue, Key West, Florida 33040, on Stock Island fronting Peninsular Avenue, with access to and from the site from Peninsular Avenue, the legal description of which is contained in **Exhibit B**. SIYC is owned by SH Marina 6000, LLC, a Florida limited liability company.

C. All Parties have the authority to enter into this Agreement through Florida Statute Sections 163.220-163.3243 and their individual sole and undivided ownership of Banyan Grove and SIYC.

D. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

E. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes (the "Act").

F. The Parties recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require public hearings before the Planning Commission and

the Board of County Commissioners (“BOCC”) for consideration of a development agreement.

G. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Monroe County Year 2030 Comprehensive Plan (“Comprehensive plan”) which contains objectives and policies that seek to encourage the provision of affordable housing through incentive programs and changes to the Land Development Regulations and the residential dwelling permit allocation system. (Objective 601.2, Policy 601.1.12 and Objective 601.6).

H. Banyan Grove, 5455 MacDonald Ave, Stock Island, Florida is generally described as follows: Banyan Grove Residences, LTD, a Florida general partnership owns that certain real property located at 5455 MacDonald Avenue, Stock Island, Florida.

1. As of the date of this Agreement, Banyan Grove is assessed by the Monroe County Property Appraiser as real estate number 00124140-000000.
2. The Comprehensive Plan designates all the parcels of the Banyan Grove as Mixed Use/Commercial (MC) on its Future Land Use Map.
3. The County Land Use District map designation for Banyan Grove is Mixed Use (MU).
4. The County Tier Overlay District map designation for Banyan Grove is Tier III.
5. Historically, Banyan Grove was used as a Mobile Home Park with 51 Residential Rate of Growth Ordinance (ROGO) exemptions for permanent dwelling units recognized by Monroe County in its Development Order 02-1989, later reaffirmed in Planning Commission Resolutions P04-03, attached hereto as **Exhibit C**, and P32-05. Resolution P04-03 also recognized 14,129 square feet of Non-Residential Rate of Growth Ordinance (NROGO) exempt non-residential floor area as vested to the site.
6. Banyan Grove was subject to the Development Agreement, by and between Banyan Grove Development Corporation (Spottswood Partners, Inc) and Monroe County, and recorded on January 27, 2011 at Book 2502 Page 607 of the Official Records of Monroe County, Florida (“First Development Agreement”). The First Development Agreement was approved by the BOCC by use of use of Resolution No. 32-2011.
7. The First Development Agreement recognized that Banyan Grove was entitled to forty eight (48) two and three-bedroom affordable housing units upon its property, and further provided for the transfer of forty-eight (48) market rate permanent residential ROGO exemptions ”to a multi-family receiver site in the Lower Florida Keys by a minor conditional use (“if a receiver site receives multiple ROGO exemptions, only a single minor conditional use permit shall be required”), pursuant to Section 130-161.1 of the Monroe County Code. A copy of the First Development Agreement is attached hereto and incorporated herein as Exhibit D.

8. This Agreement amends the First Development Agreement in regard to Banyan Grove.

9. As of the Effective Date of this Agreement, Banyan Grove is lawfully recognized with forty-eight (48) permanent residential affordable housing units in the form of attached dwelling units. All forty-eight (48) units were developed pursuant to Development Order 02-1989, Planning Commission Resolutions P04-03, P32-05, P41-10, and the First Development Agreement.

10. As of the Effective Date of this Agreement, Banyan Grove is lawfully recognized with forty-eight (48) transferable market rate permanent residential ROGO exemptions (TRE), pursuant to Development Order 02-1989, Planning Commission Resolutions P04-03, P32-05, P41-10, Monroe County Code Section 139.2 and the First Development Agreement.

I. SIYC, 6000 Peninsular Avenue, Stock Island, Florida, is generally described as follows:

1. SH Marina 6000, LLC., a Florida limited liability company owns that certain real property located at 6000 Peninsular Avenue, Stock Island, Florida. A copy of the Special Warranty Deed evidencing SH Marina 6000, LLC's ownership is attached hereto and incorporated herein as **Exhibit E**. Currently SIYC is used as a private marina, market rate vacation rentals, a restaurant, and affordable housing.

2. As of the date of this Agreement, SIYC is assessed by the Monroe County Property Appraiser as real estate number 00127480-000000.

3. The Comprehensive Plan designates all the parcels of the SIYC as Mixed Use/Commercial (MC) on its Future Land Use Map.

4. The County Land Use District map designation for SIYC has been amended simultaneously with the approval of this Agreement is Destination Resort (DR).

5. The County Tier Overlay District map designation for SIYC is Tier III.

6. SIYC consists of 13.14 upland acres.

J. Wrecker's Cay at Stock Island, LLC ("Wrecker's Cay") previously transferred to SIYC Eighty (80) Market Rate Dwelling Unit and (18) Transient Dwelling Units.

K. Road Abandonments

1. Contemporaneously with this Agreement, Monroe County has approved the abandonment of the Eastern most portion of Peninsular Avenue, of which SIYC has obtained _____ additional acres. The total upland acreage of SIYC is now _____.

- L. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

II. PURPOSE

- A. The overall purpose of this Agreement is to allow the Parties to implement First Development Agreement by allowing the transfer of TREs lawfully associated with Banyan Grove to eligible receiver sites in the unincorporated Lower Keys, and to allow the redevelopment of SH Marina pursuant to Monroe County Code Section 130-81.
- B. Banyan desires to transfer the TREs associated with Banyan Grove, attributable to forty-eight (48) lawfully established and recognized affordable, permanent residential dwelling units (the “Banyan Grove Market Rate TREs”) to SH Marina for future redevelopment upon, SIYC.
- C. The Purpose and intent of this Agreement is to resolve a discrepancy in the First Development Agreement to allow more than one ROGO exemption to be transferred from Banyan to a single receiver site by clarifying that the Banyan Grove Market Rate TREs may have multiple ROGOs transferred to a singular receiver site, SIYC, which was permitted under the Monroe County Code as of the effective date of the First Development Agreement.
- D. This Agreement will allow for a reasonable use of Banyan Grove by allowing the transfer of the Banyan Grove Market Rate TREs to SIYC, while assuring preservation of an equivalent number of residential dwelling units as affordable housing on the Banyan Grove Property.
- E. The Agreement allows the redevelopment of the SIYC utilizing the Eighty (80) market rate dwelling units from Wrecker’s Cay, Forty Eight (48) market rate dwelling units from Banyan Grove as attached dwelling units permitted to be vacation rentals and Eighteen (18) transient dwelling units from Wrecker’s Cay in compliance with all applicable provisions of Florida Statutes, the Principles for Guiding Development in the Florida Keys Area of Critical State Concern, the Comprehensive Plan, the Master Plan for the Future Development of Stock Island and Key Haven, and the Monroe County Code.
- F. The Agreement allows the Parties to implement the provisions of Monroe County Code, as applied to the Banyan Grove and SIYC in order to transfer the Banyan Grove Market Rate TREs, and develop a vacation and hotel resort at SIYC, in order to attract sustainable tourism to Stock Island.

III. AGREEMENT REQUIREMENTS

- A. **Recitals.** The recitals explaining the intent and purpose of the project as set forth in

the preceding clauses are incorporated herein and form a material part of this Agreement. The Parties recognize the binding effect of Florida Statutes Sections 163.3220-163.3243, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following

- B. Legal Description and Ownership.** The legal description for Banyan Grove is set forth in **Exhibit A**. The legal description for SH Marina is set forth in **Exhibit B**.
- C. Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the "Effective Date" as defined herein and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Florida Statutes Section 163.3229. For the duration of this Agreement, the Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County Comprehensive Plan governing the development of the land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.
- D. Permitted Uses.**
 - 1. Banyan Grove, 5455 MacDonald Ave, Stock Island:
 - a. Banyan Grove currently has a MU Land Use (Zoning) District designation and a corresponding MC Future Land Use Map designation.
 - b. In accordance with the Bayan Development Agreement and with the Mixed Use (MU) Land Use district, the permitted uses for Banyan Grove included: forty eight (48) two and three-bedroom affordable housing units, accessory recreational uses, a minimum of 72 parking spaces, and an 800 square foot project management office which will be a portion of the one unit rented to the manager of the project.
 - c. The unit density of Banyan Grove is 20 units per gross acre. While this density is representative of the existing residential entitlements recognized as per Monroe County Development Order 02-1989 and is in excess of the 18 units per buildable acre maximum allowed by the current Land Development Regulations, the density of lawful dwelling units is not considered nonconforming in accordance with Section 130-163 of the Monroe County Code. Specifically, this section states "Notwithstanding the provisions of sections 130-157, 130-158, and 130-162, the owners of land upon which a lawfully established dwelling unit, mobile home, or transient residential unit exists shall be entitled to one dwelling unit for each type of dwelling unit in existence before January 4, 1996. Such legally-established dwelling unit shall not be considered as a nonconforming use".
 - d. Pursuant to Monroe County Code Section 139.2 and the First Development Agreement, Banyan Grove is legally recognized as possessing the forty-eight (48) Banyan Grove Market Rate TREs.

2. SIYC, 6000 Peninsular Avenue, Stock Island, Florida:
 - a. SIYC currently has a MU Land Use (Zoning) District designation and a corresponding MC Future Land Use Map designation.
 - b. Contemporaneously with the approval of this Agreement, SIYC's Land Use (Zoning) District has been approved for amendment by Monroe County from Mixed Use (MU) to Destination Resort (DR).
 - c. In accordance with this Agreement and with the DR Land Use (Zoning) District, as set forth in Monroe County Code Section 130-34, the principal purpose of the DR Land Use Map Category is to establish areas suitable for the development of planned tourist centers providing on-site residential, recreational, commercial and entertainment facilities of a magnitude sufficient to attract visitors and tourists for tenancies of three or more days.
 - d. In accordance with this Agreement and with the DR Land Use (Zoning) District, as set forth in Monroe County Code Section 130-34, and in compliance with other provisions of the Monroe County Code, the permitted uses in the Land Use (Zoning) District include detached dwellings, vacation rentals (if a special vacation rental permit is obtained under the regulations established in section 134-1), attached dwelling units (as a major conditional use), Hotels (as a minor conditional use) and accessory uses.
 - e. Code Section 130-84 provides, in pertinent part:
 - a. The following uses are permitted as of right in the Destination Resort district:
 - (1) Detached dwellings;
 - (2) Vacation rental use if a special vacation rental permit is obtained under the regulations established in section 134-1;
 - (3) Collocations on existing antenna-supporting structures, pursuant to section 146-5(c);
 - (4) Replacement of an existing antenna-supporting structure pursuant to section 146-5(b);
 - (5) Attached wireless communications facilities, as accessory uses, pursuant to section 146-5(d);
 - (6) Stealth wireless communications facilities, as accessory uses, pursuant to section 146- 5(e); and
 - (7) Satellite earth stations, as accessory uses, pursuant to section 146-5(f).
 - b. The following uses are permitted as minor conditional uses in the destination resort district, subject to the standards and procedures set

forth in chapter 110, article III:

(1) Hotels, provided that:

- a. The hotel has restaurant facilities on the premises that will accommodate no less than one-third of all hotel guests at maximum occupancy at a single serving;
- b. There are at least two satellite eating and drinking facilities, each accommodating at least 25 persons;
- c. A separate meeting/conference and entertainment area that can also function as a banquet facility;
- d. A lobby that provides 24-hour telephone and reservation service;
- e. Active and passive recreation land-based activities are available, with a minimum of tennis courts or racquetball courts, or a spa/exercise room, provided at the standards given below and at least two additional active and one additional passive recreational facility, including, but not limited to, the following:

<i>Active Recreational Facilities</i>	
Tennis court	1/25 units
Racquetball court	1/25 units
Spa/exercise room, of no less than 500 square feet	1/150 units
Dance floor	1/hotel
Playfield/playground	1/150 units
Miniature golf course	1/hotel
Golf course	1/hotel
Shuffleboard court, or other court games	2/50 units
Fitness course	1/hotel
<i>Passive Recreational Facilities</i>	
Nature trail walk	1/hotel
Game room	1/150 units
Garden area	1/hotel
Observation area	1/hotel
Other uses may be substituted for these with the written approval of the director of planning stating the standards used and the manner in which guests will be served by such facilities. The director of planning shall base his decision on generally accepted industry standards for comparable destination resorts;	

- f. Active and passive water-oriented recreational facilities are available, a minimum of a swimming pool, or swimming areas, at the rate of seven square feet of water surface (excluding hot tubs and Jacuzzi) per hotel room (this requirement may be converted to linear feet of shoreline swimming area at a ratio of one linear foot of beach per seven square feet of required water

surface);

g. Access to U.S. 1 is by way of:

i. An existing curb cut;

ii. A signalized intersection; or

iii. A curb cut that is separated from any other curb cut on the same side of U.S. 1 by at least 400 feet;

h. Each hotel establishes and maintains shuttle transport services to airports and tourist attractions to accommodate ten percent of the approved floor area in guest rooms; and such housing shall be of any of the following types: dormitory, studio, one bedroom, two bedrooms and shall be in addition to the approved hotel density and shall be used exclusively by employees qualifying under the employee housing provisions elsewhere in this chapter;

i. On-site employee housing living space is provided in an amount equal to ten percent of the approved floor area in guest rooms; and such housing shall be of any of the following types: dormitory, studio, one bedroom, two bedrooms and shall be in addition to the approved hotel density and shall be used exclusively by employees qualifying under the employee housing provisions elsewhere in this chapter; and

j. Commercial retail is provided at a minimum of 200 square feet to include convenience retail, food sales and gifts in one or more sites, excluding restaurants as required by subsection (b)(1) of this section, and in addition one and 1.3 square feet commercial retail per each guest room greater than 150 rooms. Additional commercial retail may be provided subject to the floor area ratio limitations of this chapter. Commercial retail may consist of dive shops, boat rentals, gift shops, barber/beauty services, travel agencies, provided that there is no extension signage advertising these amenities to the general public. Water-related services and activities shall be located immediately proximate to the water unless otherwise prohibited.

c. The following uses are permitted as major conditional uses in the destination resort district, subject to the standards and procedures set forth in chapter 110, article III:

(1) Marinas, provided that:

a. There are a minimum of seven boat slips, but the total number of boats stored on-site or elsewhere for guests or employees shall be no greater than

- one per hotel room;
 - b. The parcel for development has access to water at least four feet below mean sea level at mean low tide;
 - c. The sale of goods and services is limited to fuel, food, boating, and sport fishing products;
 - d. All boat storage shall be confined to wet slips or enclosed dry storage;
 - e. All storage areas are screened from adjacent uses by a solid fence, wall, or hedge of at least six feet in height; and elevated racks, frames, or structures shall be enclosed on at least three sides from the ground to the highest point of the roof;
 - f. All storage areas are screened from adjacent uses by a solid fence, wall, or hedge of at least six feet in height; and elevated racks, frames, or structures shall be enclosed on at least three sides from the ground to the highest point of the roof;
 - g. Live-aboard vessels are prohibited;
- (2) Attached and detached dwellings, designated as employee housing as provided for in section 139, provided that:
- a. They are built for and occupied by employees of the destination resort facilities;
 - b. The total area is no less than ten percent of the approved floor area in guest rooms of the resort/hotels within the development;
 - c. The structures are designed and located so that they are visually compatible with established residential development within 250 feet of the parcel proposed for development; and
 - d. The parcel proposed for development is separated from any established residential use by a class C buffer yard;
- (3) Attached dwelling units;
- (4) New antenna-supporting structures, pursuant to section 146-5(a);
- (5) Wastewater treatment facilities and wastewater treatment collection systems serving uses located in any land use district, provided that:
- a. The wastewater treatment facility and wastewater treatment collection systems are in compliance with all federal, state, and local requirements;
 - b. The wastewater treatment facility, wastewater treatment collection systems and accessory uses shall be screened by structures designed to be architecturally consistent with the character of the surrounding community and shall minimize the impact of any outdoor storage, temporary or permanent; and
 - c. In addition to any district boundary buffers set forth in chapter 114, article V, a planting bed, eight feet in width, to be measured perpendicular to the exterior of the screening structure shall be established with the following:
 - 1. One native canopy tree for every 25 linear feet of screening structure and one understory tree for every ten linear feet of screening structure;

2. The required trees shall be evenly distributed throughout the planting bed;
 3. The planting bed shall be installed as set forth in chapter 114, article IV; and
 4. A solid fence may be required upon determination by the planning director.
- d. In accordance with the provisions of the Comprehensive Plan or Monroe County Code, (1) the SIYC Property has a maximum net density of twenty-five (25) units per buildable acre, the development of which shall require transferrable development rights (TDRs); (2) buildings that are voluntarily elevated up to three (3) feet above base flood elevation may be two (3) habitable floors, for a maximum total building height of thirty-eight (38) feet; (3) parking requirements one (1) space per each 1-bedroom transient dwelling unit and one (1) space plus a half (0.5) space for each additional bedroom per each two (2) or more bedroom transient dwelling unit.
 - e. The redevelopment of the SIYC includes the addition of up to one hundred and thirty-one (131) attached vacation rental units, and eighteen (18) transient hotel units, and accessory uses.
 - f. The height of any new structure associated with the redevelopment of the SIYC shall not have any habitable floor area above 38 feet from grade.
 - g. The max net unit density of SH Marina is 25 units per buildable acre.
 - h. In accordance with this Agreement and with the Destination Resort Land Use District, the permitted uses for SH Marina include: one hundred and thirty-one (131) vacation rental units, eighteen (18) hotel units, accessory recreational uses.
 - i. In accordance with Section 114-67 of the Monroe County Code, the minimum parking for Destination Resort is: 1.0 space per each 1-bedroom transient dwelling unit and 1.0 space plus 0.5 space for each additional bedroom per each 2 or more-bedroom transient dwelling unit.

E. Military Installation Area of Impact. SH Marina acknowledges and understands that SIYC is within the Military Installation Area of Impact Overlay as defined by the Comprehensive Plan. SIYC is located in the 70 DNL (Day-Night Average Sound Level) noise contour pursuant to the 2018 Air Installations Compatible Use Zones study. SH Marina agrees to:

1. Sound attenuate all habitable buildings to achieve an outdoor to indoor Noise Level Reduction (NLR) of at least 30 decibels; and
2. Place signage throughout the SIYC prohibiting the use of unmanned aerial vehicles and/or drones on the SIYC property; and
3. In any lease conveying a leasehold interest in a residential unit or a license agreement for dockage at SIYC, SH Marina shall include language in the leasing or licensing document stating as follows:

4. "The property is located within the Military Installation Area of Impact Overlay and is subject to high noise levels due to Navy operations nearby. As it is located within the Military Installation Area of Impact of Overlay, the use of any unmanned aerial vehicle or drone is prohibited."

F. Public Facilities. The numbers of existing vacation rentals, condominium units, and commercial uses were recognized in the planning of the sewage treatment plant serving Stock Island.

1. The Florida Keys Aqueduct Authority ("FKAA") provides domestic potable water to SIYC. Excluding existing development that may already be metered, the FKAA will provide sufficient meters for the proposed hotel resort. In addition, the FKAA will meter accessory development accordingly.
2. Keys Energy Services ("KES") provides electric service to SIYC. KES will provide sufficient meters required for the proposed hotel resort. In addition, KES will meter accessory development accordingly.
3. Solid waste service is provided to the SIYC by a solid waste collection system franchised by Monroe County.
4. SIYC is connected to central sewer via KW Resort Utilities Corp.'s system.

G. Reservation or Dedication of Land. There is no reservation or dedication of land for public purpose contemplated by this Agreement.

H. Development Allowed. The following specific criteria are those which will guide the transfer of market rate residential ROGO exemptions from Banyan Grove to a receiver site in the unincorporated Lower Keys, and the future redevelopment of SIYC, and are the standards by which any further approvals shall be measured and shall be as follows:

1. To allow Banyan to transfer forty-eight (48) market rate permanent residential ROGO exemptions to either:
 - i. SIYC, a receiver site located at 6000 Peninsular Avenue, Key West, Florida 33040, on Stock Island. A single minor conditional use permit shall be required for a transfer of one or more ROGO exemptions to SIYC. The Growth Management Division of Monroe County shall track the transfer of all ROGO exemptions by the assignment of unique tracking numbers, which shall be assigned as each receiver site is identified and approved; or
2. Provided such development can be designed and approved by all applicable codes, including but not limited to the Monroe County Code and Florida Building Code, SH Marina is permitted to redevelop and operate SIYC as a resort hotel consisting of the following development:
 - i. Up to One hundred and thirty-one (131) vacation rental units, and up to eighteen transient hotel units, operating as a vacation resort including associated accessory uses limited to resort guests as follows:
 - i. Lobby/Reception/Office building

- ii. Maintenance/Housekeeping building
- iii. Restrooms, Fitness and Refreshments building
- iv. Resort Swimming Pool
- v. Conference Center
- vi. Restaurant, Bar, Kitchen
- vii. Affordable/workforce dwelling units for employees of the resort.
- viii. Parking areas and landscaping.

ix. **Building Height.** The height of any new building associated with the redevelopment of SIYC shall not exceed 38 feet, as described in Section 131-2 of the Monroe County Code.

3. To allow Banyan to transfer to one or more appropriately zoned locations in the Lower Keys all or portions of the 14,129 square feet of NROGO exemptions recognized by Monroe County Planning Commission Development Order 02-1989, later re-affirmed in Planning Commission Resolutions P04-03 and P32-05, subject to current regulations pertaining to off-site transfer of non-residential floor area and eligible receiver sites and at a minimum each transfer shall be documented with a minor conditional use permit for each receiver site.

I. Development and Affordable Housing Standards. The development standards shall be determined by the application of the standards contained in the Monroe County Land Development Code as determined by the granting of the minor conditional use permits for the transfer of ROGO exemptions from Banyan Grove as required by Monroe County Code. The County and Banyan recognize that no housing for sale shall be provided on Banyan Grove; all affordable units shall remain for rental use only. Rentals shall continue to be only to those persons at the low and very low-income levels making not more than 60% of the median income for Monroe County.

1. Banyan Grove was developed with forty-eight (48) deed restricted affordable units pursuant to the First Development Agreement. 48 affordable housing ROGO allocation were awarded to the sender site and certificates of occupancy were received for the corresponding units. Subsequently, forty-eight (48) market rate ROGO exemptions for transfer offsite were awarded to Banyan Grove.
2. Monroe County impact fees for dwelling units built with the ROGO exemptions transferred from Banyan Grove shall not be waived.
3. All of the redeveloped housing units transferred to a receiver site shall:
 - a. Remain in the same planning sub-district as the original sender site(s).
 - b. Be located in a Tier III designated area.
 - c. Not propose clearing of any portion of an upland native habitat patch of one acre or greater in size.
 - d. Not have structures located in a velocity (V) flood zone.

4. All units maintained at the sender site under the First Development Agreement, this Agreement, and the Monroe County Affordable housing incentive program shall continue to comply with the following affordability criteria:
 - a. Rental Affordable Housing Units. Rents of sender site units, not including utilities, and income limits for the existing deed restricted affordable dwelling units follow:
 - i. Very Low Income. Represents 28% of the median income; or
 - ii. Low Income. Represents 60% of the median income; or
 - iii. Definitions follow:
 - (a) Median income, rental rates, and qualifying income tables means eligibility requirements compiled each year by the planning department based upon the median annual household income published for the county on an annual basis by the U.S. Department of Housing and Urban Development and similar information for median and moderate income levels from the Florida Housing Finance Corporation. Affordable housing eligibility requirements for each household will be based upon median annual household income adjusted by family size, as set forth by the U.S. Department of Housing and Urban Development and the Florida Housing Finance Corporation. The county shall rely upon this information to determine maximum rental rates and maximum household incomes eligible for affordable housing rental or purchase.
 - (b) Monthly median household income means the median annual household income for the county divided by 12.
 - iv. The monthly rental amounts are in compliance with the Low-Income Housing Tax Credit (LIHTC) maximum rental rates.
5. At the time of a new rental for an affordable unit, the total income of households eligible to rent shall not exceed the same income limits of the category in which they were originally awarded.
6. All units designated by the Banyan Grove Agreement as deed restricted affordable housing comply with hurricane standards established by the Florida Building Code and habitability standards established under the Florida Landlord and Tenant Act.

J. Finding of Consistency. By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers Monroe County's Comprehensive Plan and Land Development Regulations.

K. Affordable Housing Deed Restriction and Length. The First Development Agreement and this Agreement are a deed restriction on Banyan Grove for a period of not less than ninety-nine (99) years for affordable housing units for the income limits as prescribed above. At the County's request, Banyan shall file an additional deed restriction in the format and as approved by the Planning Director and County

Attorney.

L. Breach, Amendment, Enforcement, and Termination.

1. Material Breach. A material breach by the Parties is the failure of any Party to comply with the terms of this Agreement after Notice as provided herein.
2. Notice. Upon any Party's material breach of the terms and conditions of this Agreement, the non-breaching Party/s shall serve written notice on and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. All Parties shall be provided an additional 90 days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties.
3. Amendment or Termination. The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.
 - a. Amendments to this Agreement shall subject the Parties to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.
 - b. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the Parties.
 - c. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.
4. Enforcement.
 - a. After notice and an opportunity to respond and/or cure the material breach as provided for below. In addition, Monroe County may utilize appropriate code enforcement remedies to cure any breach after notice and an opportunity to cure as provided herein.
 - b. The Parties, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.
 - c. Nothing contained herein shall limit any other powers, rights, or remedies that either Party has, or may have in the future, to enforce the terms of this Agreement.

- M. State and Federal Law.** If State or Federal laws enacted after the effective date of this Agreement preclude the Parties' compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal laws.
- N. Compliance with Other Laws.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Parties of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.
- O. Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. Both Monroe County and the Parties reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes, and land development regulations and permits, except to the extent otherwise provided for in this Agreement.
- P. No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve the Parties of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.
- Q. Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.
- R. Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.
- S. Joint Preparation.** This Agreement has been drafted with the participation of Monroe County and Banyan and their counsel and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term "included" is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.

- T. Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator
1100 Simonton Street
Room 2-205
Key West, Florida 33040

with a copy to

Assistant County Attorney
PO BOX 1026
Key West, FL 33041
and
1111 12th Street
Suite 408
Key West, Florida 33040

The address of Banyan Grove Residences, LTD., a Florida limited partnership shall be:

Robert Spottswood
506 Fleming Street
Key West, Florida 33040

The Address of SH Marinas 6000, LLC, a Florida limited liability company shall be:

Robert Spottswood
506 Fleming Street
Key West, Florida 33040

It is the responsibility of the Parties to notify all Parties of change in name or address for proper notice.

- U. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision,

the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.

V. Construction.

1. This Agreement shall be construed in accordance with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.
2. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

All of the exhibits attached to this Agreement are incorporated fully, and made a part of, this Agreement.

- W. Omissions.** The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.
- X. Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.
- Y. Litigation.** The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. This Agreement is not subject to arbitration.
- Z. Time of Essence.** Time shall be of the essence for each and every provision hereof.
- AA. Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.

- BB. Counterparts.** This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- CC. Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. Banyan and SH Marina agree that they shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors in Interest to the Parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of either Party, the other Parties shall join in a short-form recordable memorandum confirming such extension that shall be recorded in the Public Records of Monroe County.
- DD. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.
- EE. Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.
- FF. Effective Date.** The "Effective Date" of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Sign, sealed, and delivered in the presence of:

Banyan Grove Residences, LTD, a Florida limited partnership.

Banyan Grove Residences GP, LLC a Florida limited liability company, as General Partner

Print Name: _____

Robert A. Spottswood, Manager

Dated: _____

Print Name: _____

The foregoing instrument was acknowledged before me this ____ day of _____,

2020, by Robert A. Spottswood, the manager of Banyan Grove Banyan Grove Residences GP, LLC, a Florida limited liability company, on behalf of Banyan Grove Residences LTD, a Florida limited partnership. He is ☐ personally known to me, OR ☐ produced _____ as identification and did not take an oath.

(SEAL)

Notary Public

Printed Name

My Commission expires: _____

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Sign, sealed, and delivered in the presence of:

SH Marinas 6000, LLC, a Florida limited liability company.

SH Marinas Manager, LLC, a Florida limited liability company, Manager

Print Name: _____

Robert A. Spottswood, Manager

Print Name: _____

Dated: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Robert A. Spottswood, the manager of SH Marinas Manager, LLC, a Florida limited liability

company, on behalf of SH Marinas 6000, LLC a Florida limited liability company. He is ☐ personally known to me, OR ☐ produced _____ as identification and did not take an oath.

(SEAL)

Notary Public

Printed Name

My Commission expires: _____

EXHIBIT A

Banyan Grove Legal Description

Parcel A:

A parcel of land on Stock Island, Monroe County, Florida, being all of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 and portions of Lots 4 and 17, of Square 29, as shown on STOCK ISLAND MALONEY SUBDIVISION, as recorded in Plat Book 1, at Page 55, of the Public Records of the said Monroe County; said parcel being described by metes and bounds as follows:

Commence at the Southwest corner of the said Square 29 and run thence East along the South boundary line of the said Square for a distance of 196.0 feet to the Point of Beginning of the parcel of land herein described; thence North and parallel with the East boundary of the said Square for a distance of 80.0 feet; thence West and parallel with the South boundary of the said Square for a distance of 30.0 feet; thence North and parallel with the East boundary line of the said Square for a distance of 167.26 feet to a point on the North boundary line of said Square; thence North 78°58'03" East along the said North boundary line of the said Square for a distance of 8.4 feet to a point of deflection; thence East and continuing along the said North boundary line of the said Square for a distance of 326.0 feet to the Northeast corner of the said Square; thence South along the East boundary of the said Square for a distance of 250 feet to the Southeast corner of said Square; thence West along the South boundary line of the said Square for a distance of 304.0 feet back to the Point of Beginning.

And

Parcel B:

A parcel of land on Stock Island, Monroe County, Florida, and being Block 26 and a portion of East Laurel Avenue, both as shown on STOCK ISLAND MALONEY SUBDIVISION, as recorded in Plat Book 1, Page 55, of the Public Records of the said Monroe County; said parcel being described by the metes and bounds as follows:

Begin at the intersection of the West right of way line of Fourth Street with the South right of way line of East Laurel Avenue and run thence West along the South right of way line of the said East Laurel Avenue for a distance of 326 feet, more or less, to the Southeasterly right of way line of Highway U.S. No. 1; thence Northeasterly along the Southeasterly right of way line of the said Highway U.S. No. 1 for a distance of 340 feet, more or less, to the Northeast corner of the said Block 26, said Northeast corner of the said Block 26 being North of the Point of Beginning; thence South for a distance of 90 feet, more or less, back to the Point of Beginning.

And

Parcel C:

A portion of Lot 17, Square 29, as shown on the plat of STOCK ISLAND MALONEY SUBDIVISION as recorded in Plat Book 1, at Page 55, of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of the said Square 29; thence North 89°57'56" East along the Northerly right of way line of MacDonald Avenue for 196.00 feet to the Point of Beginning; thence North 00°02'04" West for a distance of 80.00 feet; thence South 89°57'56" West for a distance of 30.00 feet; thence South 00°02'04" East for a distance of 80.00 feet to the said Northerly right of way line of MacDonald Avenue; thence North 89°57'56" East along the said Northerly right of way line of MacDonald Avenue for 30.00 feet to the Point of Beginning.

And

Parcel One:

That portion of Fourth Street, Stock Island, Monroe County, Florida, lying between the North right of way line of MacDonald Avenue and the South right of way line of U.S. Highway No. 1 more particularly described as follows:

Begin at the Southeast corner of Lot 11, Block 29, Plat Book 1, Page 55, as found in the Public Records of Monroe County, Florida; thence North 00°19'00" East along the Easterly property lines of Lots 11 and 10, Block 29 and the Easterly line of that parcel on East Laurel Avenue abandoned by Monroe County Resolution 294-1989 and the Easterly property line of Block 26 to a point on the Southerly right of way line of U.S. Highway No. 1; thence North 81°15'35" East a distance of 25.32 feet along the Southerly right of way line of U.S. Highway No. 1 to a point; thence South 00°19'00" West a distance of 337.31 feet, along the centerline of Fourth Street to a point; thence North 89°41'00" West a distance of 25 feet along the North right of way line of MacDonald Avenue to the Point of Beginning.

EXHIBIT B

Stock Island Yacht Club Legal

Parcel A:

On the island known as stock island and described according to George L. McDonald's plat of a part of said stock island, recorded in Plat Book Number one (1), Page 55, Monroe County, Florida public records, as follows:

Lots five (5) and six (6) in Block Sixty-one (61); together with any riparian rights thereunto belonging or in anywise appertaining. Also a parcel of bay bottom land in the Straits of Florida, South of and adjacent to Lots 5 and 6, Block 61 of the plat of stock island, Monroe County, Florida and being recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of said Block 61 of the plat of stock island, bear East for a distance of 400.00 feet to a point; thence bear South for a distance of 255.20 feet to the point of beginning of the parcel of bay bottom land hereinafter described, said point of beginning also being on the shoreline of the straits of Florida; from said point of beginning, continue bearing South for a distance of 2178 feet, more or less, to a point; thence at right angles and East for a distance of 200 feet to a point; thence at right angles and North for a distance of 2178 feet, more or less, back to a point on the shoreline; thence meander to the shoreline in a Westerly direction for a distance of 200 feet, more or less, back to the point of beginning. Lying and being in Section 35, Township 67 South, Range 25 East, Monroe County, Florida.

Parcel B:

On the island known as stock island and described according to George L. McDonald's plat of a part of said stock island, recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, as follows:

Lot 7 in Block 61, commencing at a point on Peninsular Avenue, 600 feet from the corner of Peninsular Avenue, and Maloney Avenue, running thence along Peninsular Avenue, in a Easterly direction 200 feet and extending back at both ends of said line and at right angles to said Peninsular Avenue, in a Southerly direction to the waters of the gulf.

Also,

A parcel of Submerged land in Hawk Channel in Section 36, Township 67 South, Range 25 East, Monroe County, Florida, more particularly described as follows:

Beginning at the Northeast corner of Lot 7, Block 61, of a plat titled "All Lots 1, 2, 3, 5, 6, Section 35; Lot 2 Section 36; Lot 3, Section 26; Lot 2, Section 34; Stock Island, Township 67 South, Range 25 East." Recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, run East, for a distance of 420 feet. Thence run South for a distance of 820 feet, thence run West for a distance of 620 feet, thence run North, for a distance of 500 feet, more or less to the Southwest corner of said Lot 7, Block 61; thence meander the shoreline of said Lot 7, Block 61, in an Easterly and Northerly direction back to the point of beginning.

Parcel C:

A parcel of land, and a portion of a Harbor, located in Section 36, Township 67 South, Range 25 East,

Stock Island, Monroe County, Florida, and being more particularly described as follows:

Commence at the Southeasterly corner of Maloney Avenue and Peninsular Avenue, Stock Island, Monroe, County, Florida; thence East along the South right-of-way of Peninsular Avenue for 1220.12 feet; thence South 237.09 feet to the mean water line of Boca Chica Channel (Straits of Florida), as established on February 6-8, 1984 in accordance with Chapter 177, Part II of the laws of Florida (N.G.V.D. Elev. 0.78), and the point of beginning; thence meander said mean high water line in a Southeasterly and Southwesterly direction with the following metes and bounds; South 24° 04' 03" East for 41.69 feet; thence South 62° 38' 11" East for 19.12 feet; thence South 01° 41' 49" East for 10.59 feet; thence South 24° 28' 37" East for 28.04 feet; thence South 62° 09' 03" East for 39.39 feet; thence South 03° 24' 06" East for 30.50 feet; thence South 25° 36' 43" East for 159.75 feet; thence South 74° 09' 24" West for 41.92 feet; thence South 21° 26' 38" West for 57.27 feet; thence South 10° 09' 39" East for 15.15 feet; thence leaving said mean high water line, West for 93.01 feet; thence North 355.51 feet to the point of beginning.

Parcel D:

A line meandering the Riparian Upland parcel, which was filled prior to July 01, 1975, lying on and adjacent to the Straits of Florida in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block 61, "George L. McDonald's plat of Stock Island" according to the plat thereof, as recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, said point also being the intersection of the Southerly right of way line of Peninsular Avenue and the Easterly right of way of Maloney Avenue; thence East along the said Southerly right of way line Peninsular Avenue for 1220.12 feet; thence South for 820.00 feet; thence North 90° 00' 00" West a distance of 253.94 feet to the mean high water line lying along a concrete seawall; thence West a distance of 270.51 feet to the mean high water line of the Straits of Florida and the point of beginning; thence meander the said mean high water line (elevation 0.78 as located on February 6-8, 1984) for the following metes and bounds thence South 06° 39' 55" East a distance of 13.57 feet; thence South 01° 24' 10" West a distance of 23.35 feet; thence South 22° 37' 25" West a distance of 26.52 feet; thence South 37° 58' 46" West a distance of 7.90 feet; thence South 20° 19' 26" West a distance of 38.26 feet; thence South 60° 38' 26" East a distance of 19.18 feet; thence South 06° 04' 23" West a distance of 15.61 feet; thence South 85° 05' 18" West a distance of 28.79 feet; thence South 21° 19' 54" West a distance of 96.92 feet; thence South 12° 39' 37" East a distance of 76.34 feet; thence South 41° 05' 57" East a distance of 57.42 feet; thence South 44° 50' 22" East a distance of 53.30 feet; thence South 68° 57' 35" East a distance of 41.86 feet; thence South 19° 23' 41" East a distance of 28.68 feet; thence South 52° 51' 02" East a distance of 48.91 feet; thence South 28° 11' 22" East a distance of 70.63 feet; thence South 68° 54' 31" East a distance of 43.30 feet; thence North 85° 00' 12" East a distance of 40.22 feet; thence North 86° 54' 27" East a distance of 66.20 feet; thence South 38° 57' 33" East a distance of 57.90 feet; thence North 76° 13' 35" East a distance of 58.49 feet; thence North 65° 57' 31" East a distance of 117.63 feet; thence North 59° 25' 13" East a distance of 97.46 feet; thence North 38° 31' 22" East a distance of 75.96 feet; thence North 38° 41' 03" East a distance of 43.44 feet; thence North 30° 02' 00" East a distance of 78.59 feet; thence North 20° 30' 15" East a distance of 86.15 feet; thence North 14° 41' 49" East a distance of 44.12 feet; thence North 63° 36' 44" West a distance of 32.35 feet; thence South 69° 54' 51" West a distance of 32.61 feet; thence South 22° 01' 01" West a distance of 40.70 feet; thence South 28° 05' 52" West a distance of 74.87 feet; thence South 31° 16' 23" West a distance of 105.45 feet; thence South 09° 58' 35" West a distance of 26.65 feet; thence South 56° 36' 51" West a distance of 52.92 feet; thence South 67° 51' 11" West a distance of 157.26 feet; thence South 68° 36' 57" West a distance of 49.19 feet; thence North 84° 43' 18" West a distance of 89.46 feet; thence North 61° 55' 36" West a distance of 116.39 feet; thence North 43° 05' 23" West a distance of 164.87 feet; thence North 24° 00' 54" West a distance of 53.88 feet; thence North 02° 23' 52" East a distance of 65.21 feet; thence North 04° 46' 21" East a distance of 59.18 feet; thence North 44° 47' 37" East a distance of 14.49

feet; thence North 87°05'57" East a distance of 7.84 feet; thence North 54°52'52" East a distance of 61.46 feet; thence North 45°22'45" East a distance of 43.01 feet; thence North 60°13'02" East a distance of 19.78 feet; thence North 76°17'21" East a distance of 15.54 feet; thence South 89°14'33" East a distance of 23.37 feet; thence South 76°01'39" East, a distance of 19.75 feet; thence North 83°30'30" East a distance of 7.49 feet; thence North 71°47'24" East a distance of 31.99 feet; thence North 68°11'08" East a distance of 30.92 feet; thence North 55°17'15" East a distance of 19.50 feet; thence South 33°18'08" East a distance of 3.93 feet; thence North 57°16'39" East a distance of 22.00 feet; thence North 36°35'34" West a distance of 9.58 feet; thence West for 270.51 feet to the point of beginning.

Parcel G:

A parcel of land in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows:

Commence at the Southeasterly corner of Maloney Avenue and Peninsular Avenue, Stock Island, Monroe County, Florida; thence East along the South right-of-way of Peninsular Avenue for 1,220.12 feet; thence South 592.60 feet to the point of beginning; thence continue South 227.40 feet to the mean high water line of Lagoon and Boca Chica Channel (Straits of Florida), as established on Feb 6-8, 1984 in accordance with Chapter 177, Part II of the Laws of Florida (N.G.V.D., Elev 0.78); thence meander said mean high water line in a Southeasterly, Easterly, and Northerly direction with the following metes and bounds; South 80°38'33" East for 26.87 feet; thence South 73°46'26" East for 57.64 feet; thence South 35°25'39" East for 37.75 feet; thence North 85°49'19" East for 28.40 feet; thence North 15°18'51" East for 32.71 feet; thence North 06°19'23" East for 59.65 feet; thence North 09°19'59" West for 13.07 feet; thence North 23°50'47" West for 36.82 feet; thence North 17°54'54" West for 89.86 feet; thence North 10°09'40" West for 54.51 feet; thence leaving said mean high water line, West for 93.01 feet to the point of beginning.

Less and except Key West Harbour Condominium (f/k/a Key West Harbour Yacht Club, a Condominium), pursuant to Amended and Restated Declaration of Condominium for Key West Harbour Condominium, and any exhibits annexed thereto, recorded in Official Records Book 2632, Page 1581, and First Amendment to Amended and Restated Declaration of Condominium recorded in Official Records Book 2762, Page 1534, according to the public records of Monroe County, Florida.

AND

UNIT WS-32 AND UNIT B1-L1-20 OF KEY WEST HARBOUR CONDOMINIUM (F/K/A KEY WEST HARBOUR YACHT CLUB, A CONDOMINIUM), PURSUANT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR KEY WEST HARBOUR CONDOMINIUM, AND ANY EXHIBITS ANNEXED THERETO, RECORDED IN OFFICIAL RECORDS BOOK 2632, PAGE 1581, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2762, PAGE 1534, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO, AS SET FORTH IN THE SAID DECLARATION.

EXHIBIT C

MONROE COUNTY
OFFICIAL RECORDS



FILE #1357564
BK#1868 PG#1620

RCD Mar 19 2003 02:37PM
DANNY L KOLHAGE, CLERK

RESOLUTION NO. P04-03

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION **APPROVING** THE REQUEST OF THE SPOTTSWOOD FAMILY TRUST D.B.A. CAYO INVESTMENT FOR AN AMMENDMENT TO A MAJOR CONDITIONAL USE TO BUILD A 14,129 SQUARE-FOOT ECKERD DRUG STORE AND SEVEN (7) MARKET RATE DWELLING UNITS ON A PARCEL OF LAND LEGALLY DESCRIBED AS A PORTION OF EAST LAUREL AVENUE (ABANDONED), THE EAST PORTION OF 4TH AVENUE (ABANDONED), LOTS 5 THROUGH 16 AND PART OF LOTS 4 AND 17 OF SQUARE 29, AND ALL OF BLOCKS 37 AND 40, MALONEY SUBDIVISION, STOCK ISLAND, MONROE COUNTY, FLORIDA. THE REAL ESTATE NUMBER IS 00124140-000000.

WHEREAS, during a regular meeting held on January 8, 2003, the Monroe County Planning Commission conducted a public hearing on the request filed by the Spottswood Family Trust d.b.a. Cayo Investment for an amendment to a major conditional use to build a mixed use commercial and residential development containing a 14,129 square-foot Eckerd Drug Store and seven (7) units of market rate townhouses on a parcel of land formerly known as Pearl Mobile Home Park located on both US Highway 1 and MacDonald Avenue between the Burger King and Coral Isle Trailer Park at approximately Mile Marker 5; and

WHEREAS, the proposed development is located on a parcel of land legally described as a portion of East Laurel Avenue (abandoned), the east portion of 4th Avenue (abandoned), lots 5 through 16 and part of lots 4 and 17 of square 29, and all of blocks 37 and 40, Maloney Subdivision, Stock Island, Monroe County, Florida. The Real Estate number is 00124140-000000; and

WHEREAS, the above described property is located in the Mixed Use (MU) land use district and the Future Land Use Map designation is Mixed Use/Commercial; and

WHEREAS, the original Major Conditional Use application was approved by the Planning Commission Resolution #P38A-96 which included developing two non-contiguous lots on MacDonald Avenue as an aggregated development in the following manner: the northern portion was approved to be used for a 14,400 square foot open-air market and a 433 square foot public restroom facility, and an existing 1,721 square foot building was to remain as a commercial office; the southern portion containing an existing 1,868 square foot building used as

a radio station was to remain, and two new buildings totaling 15,474 square feet were to be constructed for light industrial use; and

WHEREAS, the above Resolution was amended in April 2000. Under the Planning Commission Resolution #P12-00 the following changes were approved: the use of the 1,868 square foot radio station was changed into a walk-up bank and the intensity of use of the 14,400 square foot open-air retail sales market on the north was changed from low- to medium-intensity commercial retail, to high-intensity commercial retail; and the use of the two buildings (totaling 15,474 Sq. Ft.) on the south was changed from light industrial to low- to medium-intensity commercial retail use; and

WHEREAS, the Planning Commission was presented with the following evidence, which by reference is hereby incorporated as part of the record of said hearing:

1. The Amendment to a Major Conditional Use Application, including Site Plan by Thomas E. Pope, P.A. Architect, dated 09/16/2002 and revised on 10/17/02; and Conceptual Landscape Plan by the Craig Company, dated 09/16/2002; and Drainage Plan by PE & D, Inc., dated 09/10/2002; and Floor plans by Thomas E. Pope, P.A. Architect, dated 08/28/2002; and Elevations plans by Thomas E. Pope, P.A. Architect, dated 08/28/2002; and Plan and Interior design of Eckerd's Drug Store by Kent D. Hamilton, A.I.A., Architect, dated 07/26/2002; and Elevation drawings of Eckerd's Drug Store by Kent D. Hamilton, A.I.A., Architect, dated 07/26/2002; and Boundary Survey by Frederick H. Hildebrandt, Engineer, Planner, Surveyor, and dated 08/02/2002; and
2. The Staff Report prepared by Aref Joulani, Senior Planner, Rebecca Redondo, Biologist, dated 12/20/2002; and
3. The sworn testimony of the Growth Management Staff; and
4. The comments of John Wolfe, Planning Commission Counsel; and
5. The sworn testimony of Rebecca Jetton, Department of Community Affairs; and
6. The sworn testimony of Donald L. Craig, AICP, the applicant's agent; and
7. The sworn testimony of Bill Spottswood, representing the applicant; and

WHEREAS, the Development Order #02-1989 recognized that 51 mobile homes were legally existing on this site; and

WHEREAS, the said development order remained valid on the effective date of ROGO and the units were physically present for the 1990 census and accounted for in the hurricane evaluation model which forms the basis of ROGO; and

WHEREAS, the Planning Commission has made the following Findings of Fact and Conclusions of Law based on the evidence presented:

1. Based on the application, the proposed project amends the Planning Commission Resolution #P12-00 exclusively with regards to the northern part of the development identified with RE# 0012140-000000. The Resolution #P12-00 and amendment to it under Resolution #P34-01 and conditions of the approvals under those resolutions still apply to the southern portion of the development known as Spotswood Shops.
2. Based on the Development Order #02-1989 and the Memorandum dated November 13, 2002 from the Assistant County Attorney, the property is vested to have the rights to be redeveloped with up to 51 ROGO exempt residential units subject to compliance with all other applicable land development regulation. Therefore, we find that the ROGO exempt residential units are not transferable off-site per Section 9.5-120.4(b) and can only be built back on-site in accordance with Section 9.5-120.4(a).
3. Based on the application, the applicant is proposing to build 14,129 Sq. Ft. of vested medium intensity commercial use and seven (7) market rates residential units. Although we find the project to be in compliance with sections 9.5-262 and 9.5-269, the Site Plan shall be revised to show correct Site Analysis related to residential density and site utility information.
4. Based on the County's Traffic Consultant letter dated December 16, 2002, although the submitted traffic report has adequately addressed all related issues, it is not clear if the flow of traffic inside the property is adequate. Therefore, we conclude that a site plan showing the vehicle maneuverability inside the property shall be submitted.
5. Based on the County's Traffic Consultant letter dated December 16, 2002, it appears that the site plan for the Burger King Restaurant, located adjacent to the project site was intended to provide common use access between the two properties. Therefore, we find that the applicant shall explore the feasibility of having internal connection between the two properties to reduce the vehicular traffic on adjacent streets, especially US 1 Highway.
6. Based on the application, a storm water management plan has been provided with the submitted plans. Therefore, we find that the plan shall be reviewed and approved by the Monroe County Engineer to determine compliance with Section 9.5-293.
7. Based on the application, connection to the Key West Resort Utilities is the preferred option for wastewater treatment. However, we find that if the applicant decides to use on site sewage treatment plant, the existing Environmental Health Permit must be revised and approval of the Department of Health and/or the Department of Environmental Protection shall be submitted.
8. Based on the application, coordination with the Fire Marshal has started. Therefore, we conclude that conceptual approval of the project by the Fire Marshal's Office is needed.
9. Based on the application, a letter of coordination has been submitted to the Florida Keys Aqueduct Authority (FKAA). Therefore, we conclude that the plans shall be reviewed and approved by FKAA.

10. Based on the application, coordination with the Keys Energy Services (KEYS) has started. According to the letter of coordination dated September 12, 2002, KEYS will need a full set of plans and a project review form to determine load requirement. Therefore, we conclude that approval of the plans by KEYS is required.
11. To preserve the community character of the area, we find that metal roof shall be used for the proposed Eckerd Drug Store.

BE IT RESOLVED BY THE PLANNING COMMISSION OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to **APPROVE** the request of the Spottswood family trust d.b.a. Cayo Investment for an amendment to a major conditional use to build a mixed use commercial and residential development including a 14,129 square-foot Eckerd Drug Store and seven (7) units of market rate houses on a parcel of land formerly known as Pearl Mobile Home Park that is legally described as a portion of East Laurel Avenue (abandoned), the east portion of 4th Avenue (abandoned), lots 5 through 16 and part of lots 4 and 17 of square 29, and all of blocks 37 and 40, Maloney Subdivision, Stock Island, Monroe County, Florida, near Mile Marker 5 subject to the following conditions:

1. The Site Plan shall be revised to show correct Site Analysis associated with the residential density and site utility information of the project prior to the issuance of a building permit.
2. Prior to issuance of a building permit, a site plan showing the vehicle maneuverability within the property shall be submitted and approved by the County's Traffic Consultant.
3. The applicant shall investigate the feasibility of having an internal connection between the Burger King Restaurant and the project to reduce the vehicular traffic on adjacent streets, especially US 1 Highway. The result of this investigation shall be submitted to and approved by the County's Traffic Consultant prior to issuance of a building permit.
4. Prior to issuance of a building permit, approval of the surface water management plan by the County Engineer shall be provided.
5. Prior to issuance of a building permit, the Florida Department of Health and/or the Department of Environmental Protection shall approve the Wastewater Treatment Plan.
6. Prior to issuance of a building permit, a Fire Protection Plan shall be approved by the Monroe County Fire Marshal.
7. Prior to issuance of a building permit, a complete set of plans must be reviewed and approved by FKAA.
8. The Keys Energy Services (KEYS) shall determine load requirement based on the review of a complete set of plans and approval shall be received prior to the issuance of a building permit.

9. To preserve the community character of the area, metal roof shall be used for the proposed Eckerd Drug Store.

PASSED AND ADOPTED by the Planning Commission of Monroe County, Florida, at a regular meeting held on the 8th day of January 2003.

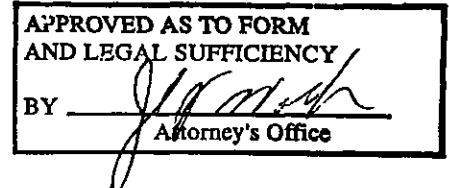
Chair David C. Ritz
Vice Chair Denise Werling
Commissioner Julio Margalli
Commissioner Jerry Coleman
Commissioner Alicia Putney

YES
YES
YES
YES
YES

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

BY David C. Ritz
David C. Ritz, Chair

Signed this 8th day of Feb., 2003



MONROE COUNTY
OFFICIAL RECORDS

EXHIBIT D

Doc# 1821967 01/27/2011 1:24PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the 19th day of January, 2011, by and between **MONROE COUNTY**, a political subdivision of the State of Florida ("Monroe County"), and **Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc.** ("Spottswood").

WITNESSETH: Doc# 1821967
Bk# 2502 Pg# 611

The Parties hereto (the "Parties") hereby agree as follows:

I. RECITALS

A. Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc. owns a parcel of land known as "Banyan Grove" located on Stock Island, adjacent to Key West, Monroe County, Florida, at mile marker 5 of US Highway 1 fronting on MacDonald Avenue and US Highway 1, with access to and from the site from MacDonald Avenue (the "Property"), the legal description of which is contained in Exhibit A – Survey of the Banyan Grove Property, attached hereto and made a part hereof (the "Survey").

B. Spottswood has the authority to enter into this Agreement through Florida Statutes Chapter 163 and the sole and undivided ownership of the Property.

C. The Monroe County Year 2010 Comprehensive Plan (the "Comprehensive Plan") designates all the parcels of the Property as "Mixed Use/Commercial" on its Future Land Use Map. The County Land Use District map designation for the Property is "Mixed Use" (MU).

D. Historically, the Property was used as a Mobile Home Park with 51 Residential Rate of Growth Ordinance (ROGO) exemptions for permanent dwelling units recognized by Monroe County in its Development Order 02-1989, later reaffirmed in Planning Commission Resolutions P04-03, attached hereto as Exhibit B, and P32-05. Resolution P04-03 also recognized 14, 219 square feet of Non Residential Rate of Growth Ordinance (NROGO) exempt non-residential floor area as vested to the site.

E. Monroe County Planning Commission Resolution P32-05 has been determined by Monroe County in correspondence dated September 10, 2010, attached hereto as Exhibit C, to be in full force and effect until April 27, 2013 unless otherwise extended. Resolution P32-05 authorizes the development of 46 market rate permanent dwelling units and accessory uses on the Property.

F. The conceptual site plan, which illustrates the development of the Property for affordable housing, is attached hereto as Exhibit D.

G. Section 130-161.1 of the Monroe County Land Development Regulations ("Land Development Regulations") encourages the redevelopment of mobile home sites and contiguous

Banyan Grove Final Rev. 01/19/11

{00182559 - v7}

FIRST AMENDED DEVELOPMENT AGREEMENT FOR
BANYAN GROVE RESIDENCES, LTD. AND STOCK ISLAND YACHT CLUB 02/2020

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property under common ownership to encourage the establishment/preservation of affordable housing in exchange for the ability to transfer an equal or lesser number of market rate permanent residential unit ROGO exemptions off site to eligible receiver sites.

H. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

I. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, *et seq.*, Florida Statutes (the "Act").

J. Both Monroe County and Spottswood recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require public hearings before the Planning Commission and the Board of County Commissioners for consideration of a development agreement.

K. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan which contains objectives and policies that seek to encourage the provision of affordable housing through incentive programs and changes to the Land Development Regulations and the residential dwelling permit allocation system. (Objective 601.2, Policy 601.1.12 and Objective 601.6).

II. PURPOSE

The overall purpose of this Agreement is to allow the County and Spottswood to implement the provisions of Monroe County Code Section 130-161.1 as applied to the Property in order to supply needed affordable housing in the unincorporated Lower Keys and to allow for a reasonable use of the Property by allowing the transfer of market rate permanent residential ROGO exemptions lawfully associated with the Property to eligible receiver sites in the unincorporated Lower Keys.

III. AGREEMENT REQUIREMENTS

The Parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

- A. Legal Description and Ownership.** The legal description for the Property subject to this Agreement is set forth in Exhibit A.
- B. Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the "Effective Date" as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Florida Statutes Section 163.3229 (2007). For the duration of this Agreement, the

Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County Comprehensive Plan governing the development of the land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

C. Permitted Uses.

1. In accordance with this Agreement and with the Mixed Use (MU) Land Use district, the permitted uses for Property include: forty eight (48) two and three-bedroom affordable housing units, accessory recreational uses, a minimum of 72 parking spaces, and an 800 square foot project management office which will be a portion of the one unit rented to the manager of the project.
2. The unit density of the Property is 20 units per gross acre. While this density is representative of the existing residential entitlements recognized as per Monroe County Development Order 02-1989 and is in excess of the 18 units per buildable acre maximum allowed by the current Land Development Regulations, the density of lawful dwelling units is not considered nonconforming in accordance with Section 130-163 of the Monroe County Code. Specifically, this section states "Notwithstanding the provisions of sections 130-157, 130-158, and 130-162, the owners of land upon which a lawfully established dwelling unit, mobile home, or transient residential unit exists shall be entitled to one dwelling unit for each type of dwelling unit in existence before January 4, 1996. Such legally-established dwelling unit shall not be considered as a nonconforming use".

D. Public Facilities. There are no impacts on public facilities, since the number of lawfully approved units is derived from pre-existing mobile homes and commercial floor area is not increased by approval and application of this Agreement. The number of units and the commercial floor area were recognized in the planning for the sewage treatment plant serving this area of Stock Island and the units and floor area were accounted for as existing in the data base prepared for the Monroe County 2010 Comprehensive Plan.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property. The Florida Keys Aqueduct Authority will individually meter each unit.
2. Electric service is provided by Keys Energy Services to the Property, and each unit will be individually metered.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. The Property will connect to central sewer via the Key West Resort Utilities system available to Stock Island properties.

E. Reservation or Dedication of Land. There is no reservation or dedication of land for public purpose contemplated by this Agreement.

F. Development Allowed. The following specific criteria are those which will guide the development of the Property and are the standards by which any further approvals shall be measured and shall be as follows:

1. To allow Spottswood to design and construct 48 two and three-bedroom affordable housing units, associated accessory uses and an office to serve only the residents on the Property subject to and only after obtaining approval from Monroe County of a major deviation to the existing unexpired major conditional use approval stipulated in Monroe County Planning Commission Resolution P32-05, as extended by Resolution P24-08 and Florida S.B. 360 and H.B. 1752 applications. The design shall be of a height as defined in the Monroe County Code of no greater than 35 feet.
2. To allow Spottswood to transfer 48 market rate permanent residential ROGO exemptions to one or more individual single-family lots in the unincorporated Lower Keys. A minor conditional use permit shall be required for each receiver site. If a receiver site receives multiple ROGO exemptions, only a single minor conditional use permit shall be required. The Growth Management Division of Monroe County shall track the transfer of all ROGO exemptions by the assignment of unique tracking numbers, which shall be assigned as each receiver site is identified and approved.
3. To allow Spottswood to transfer to one or more appropriately zoned locations in the Lower Keys all or portions of the 14,219 square feet of NROGO exemptions recognized by Monroe County Planning Commission Development Order 02-1989, later re-affirmed in Planning Commission Resolutions P04-03 and P32-05, subject to current regulations pertaining to off-site transfer of non-residential floor area and eligible receiver sites and at a minimum each transfer shall be documented with a minor conditional use permit for each receiver site.
4. To give without further process to Monroe County the three remaining of the 51 market rate residential ROGO exemptions on the Property recognized by Monroe County Resolutions P04-03 and P32-05, at the time of issuance of the certificates of occupancy for all of the affordable units on the Property for use in administrative relief or beneficial use determinations.
5. To allow Spottswood to obtain 48 affordable ROGO allocations from Monroe County from existing and/or future allocations of affordable ROGO allocations in order to build the 48 units in one phase-with construction complete not later than the end of 2014.
6. To allow Spottswood to allocate all of the 48 units to be constructed to allow rental use only of the units for the very low and low income categories identified in Section 130-161.1(2)(c)(i)(4) with a qualifying income not to exceed 60% of the Monroe County median income rather than allocating any units to the median and moderate income categories as may be allowed by the Monroe County Board of County Commissioners as per the subsection listed above.

7. Eligible Building Permit fees charged at the time of permitting shall be waived for the construction of the affordable housing.
 8. To allow Spottswood to obtain from Monroe County a waiver of impact fees for the 48 affordable housing units as allowed by Section 130-160.1(5) in recognition that the 51 residential dwelling unit ROGO exemptions derived from pre-existing units long in place before the Monroe County impact fees ordinance became effective in 1986.
- G. Development and Affordable Housing Standards.** The development standards shall be determined by the application of the standards contained in the Monroe County Land Development Regulations as determined by the approval of a deviation to the existing major conditional use for the Property and by the granting of the minor conditional use permits for the transfer of ROGO allocations and exemptions to and from the Property as required by Monroe County Code section 130-161.1. Further, the following specific standards shall apply to the development of the affordable housing units on the Property and to the units enabled by the transfer of the market rate ROGO exemptions, however the County and Spottswood recognize that no housing for sale shall be provided on the Property; all affordable units shall be for rental only. Rentals shall be only to those persons at the low and very low income levels making not more than 60% of the median income for Monroe County.
1. No market rate ROGO exemptions for transfer offsite shall be awarded until an affordable housing ROGO allocation is awarded to the sender site and certificates of occupancy are received for the corresponding number of deed restricted affordable units constructed on the Property.
 2. If Spottswood has not transferred the entire market rate ROGO exemptions offsite by the termination or expiration of this Agreement, all such remaining un-transferred market rate ROGO exemptions shall become the property of Monroe County to be utilized for the purpose of administrative relief.
 3. Monroe County impact fees for dwelling units built with the ROGO exemptions transferred from the property shall not be waived.
 4. Tourist housing use or vacation rental use of the affordable housing units established on the Property shall not be allowed.
 5. All of the redeveloped housing units transferred to a receiver site shall:
 - a. Remain in the same planning sub-district as the original sender site(s).
 - b. Be located in a Tier III designated area.
 - c. Not propose clearing of any portion of an upland native habitat patch of one acre or greater in size.
 - d. Not be located in a velocity (V) zone.
 6. All units maintained at the sender site under this Development Agreement and the Monroe County Affordable housing incentive program shall comply with the following affordability criteria:
 - a. Rental Affordable Housing Units. Rents of sender site units, not including utilities, and income limits for resulting deed restricted affordable dwelling units shall follow:

- i. Very Low Income. Represents 28% of the median income; or
 - ii. Low Income. Represents 60% of the median income; or
 - iii. Definitions follow:
 - (a) Median income, rental rates, and qualifying income tables means eligibility requirements compiled each year by the planning department based upon the median annual household income published for the county on an annual basis by the U.S. Department of Housing and Urban Development and similar information for median and moderate income levels from the Florida Housing Finance Corporation. Affordable housing eligibility requirements for each household will be based upon median annual household income adjusted by family size, as set forth by the U.S. Department of Housing and Urban Development and the Florida Housing Finance Corporation. The county shall rely upon this information to determine maximum rental rates and maximum household incomes eligible for affordable housing rental or purchase.
 - (b) Monthly median household income means the median annual household income for the county divided by 12.
 - iv. The monthly rental amounts shall be in compliance with the Low Income Housing Tax Credit (LIHTC) maximum rental rates.
- 7. At the time of a new rental for an affordable unit, the total income of households eligible to rent shall not exceed the same income limits of the category in which they were originally awarded.
 - 8. All units designated by this development agreement as deed restricted affordable housing shall comply with hurricane standards established by the Florida Building Code and habitability standards established under the Florida Landlord and Tenant Act. Compliance with this provision shall be accomplished prior to the issuance of a building permit for the transferred market rate ROGO exemption and after the deed restricted affordable housing unit is fully restricted and in compliance with this provision.
 - 9. Not more than 50% of the existing affordable housing allocations currently available in the County shall be used for affordable housing allocations at the Property, unless approved by the Board of County Commissioners (BOCC). For the County to monitor receipt of the affordable housing ROGO allocations, Spottswood and the County agree that the BOCC may approve the allocation reservation by resolution concurrent with this development agreement. The resolution and any other resolutions concerning ROGO reservations shall be the controlling documents concerning the allocation reservations and supersede any provisions of this Agreement. It is intended that the initial Resolution be consistent with Section 138-24 of the Monroe County Code as follows:
 - a. Reservation criteria of affordable housing allocations.

- i. The BOCC reserves 48 affordable ROGO allocations for award to Spottswood for the use on the Property until February 1, 2012.
 - ii. Building permits for the affordable units shall be obtained by February 1, 2012.
 - iii. The Board of County Commissioners may, at its discretion, place conditions on any reservation as it deems appropriate. These reservations may be authorized by the Board of County Commissioners for affordable units participating in the Florida State Housing Financing Agency tax credit program or using other public financing vehicles.
- b. Relinquishment of affordable housing ROGO allocations.
If Spottswood does not comply with reservation and construction deadline criteria within this Agreement or in the ROGO allocation reservation resolution(s), it shall forfeit the affordable housing ROGO allocation awards and the affordable ROGO allocation awards shall be cycled back through the ROGO system for award to an alternate recipient.
- c. Nothing herein shall prohibit Spottswood from applying for an extension to the ROGO allocation Reservation, but the County is not obligated under any circumstances to give such extension.

H. Finding of Consistency. By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers Monroe County's Comprehensive Plan and Land Development Regulations.

I. Affordable Housing Deed Restriction and Length. This Agreement is and hereby constitutes a deed restriction on the Property for a period of not less than ninety-nine (99) years for affordable housing units for the income limits as prescribed above. At the County's request, Spottswood shall file an additional deed restriction in the format and as approved by the Planning Director and County Attorney.

J. Breach, Amendment, Enforcement, and Termination.

1. **Material Breach.** A material breach by Spottswood occurs if all 48 units of affordable housing are not built and in receipt of a certificate of occupancy. A material breach by Monroe County occurs upon Monroe County's failure to comply with the terms of this Agreement after Notice as provided in following Subsection III.J.2.
2. **Notice.** Upon either Party's material breach of the terms and conditions of this Agreement, the other party shall serve written notice on and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Both Parties shall be provided an additional 90 days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties.

3. **Amendment or Termination.** The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.
 - a. Amendments to this Agreement shall subject Spottswood to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.
 - b. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by Monroe County and Spottswood.
 - c. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.
4. **Enforcement.**
 - a. After notice and an opportunity to respond and/or cure the material breach as provided for below. In addition, Monroe County may utilize appropriate code enforcement remedies to cure any breach after notice and an opportunity to cure as provided herein.
 - b. Monroe County, Spottswood, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.
 - c. Nothing contained herein shall limit any other powers, rights, or remedies that either party has, or may have in the future, to enforce the terms of this Agreement.

- K. **State and Federal Law.** If State or Federal laws enacted after the effective date of this Agreement preclude either Party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal laws.
- L. **Compliance with Other Laws.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Spottswood of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.
- M. **Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. Both Monroe County and Spottswood reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes,

and land development regulations and permits, except to the extent otherwise provided for in this Agreement.

- N. No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve Spottswood of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.
- O. Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.
- P. Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.
- Q. Joint Preparation.** This Agreement has been drafted with the participation of Monroe County and Spottswood and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term "included" is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.
- R. Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator
1100 Simonton Street
Room 2-205
Key West, Florida 33040

Doc# 1821967
Bk# 2502 Pg# 620

with a copy to

Assistant County Attorney
PO BOX 1026
Key West, FL 33041
and
1111 12th Street Suite 408
Key West, Florida 33040

The address of Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc. shall be:

Robert Spottswood
506 Fleming Street
Key West, Florida 33040

It is the responsibility of the Parties to notify all Parties of change in name or address for proper notice.

- S. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.
- T. Construction.**
1. This Agreement shall be construed in accordance and with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.
 2. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

3. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- U. **Omissions.** The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.
- V. **Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.
- W. **Litigation.** The County and Spottswood agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. This Agreement is not subject to arbitration.
- X. **Time of Essence.** Time shall be of the essence for each and every provision hereof.
- Y. **Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.
- Z. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- AA. **Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. Spottswood agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors in

interest to the Parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of either Party, the other Parties shall join in a short-form recordable memorandum confirming such extension that shall be recorded in the Public Records of Monroe County.

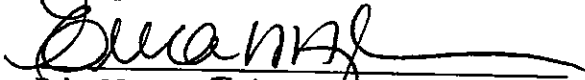
- BB. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.
- CC. Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.
- DD. Effective Date.** The "Effective Date" of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Florida Statutes.

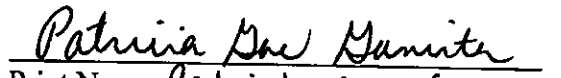
**BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

**Doc# 1821967
Bk# 2502 Pg# 622**

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Signed, sealed, and delivered
in the presence of:


Print Name Erica N. Hughes-Sterling


Print Name Patricia Gae Ganister

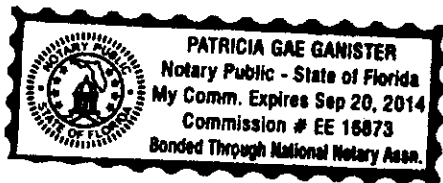
Banyan Grove Development Corporation
a subsidiary of Spottswood Partners, Inc.

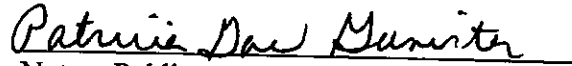
By: 

Title: V. Davis.

Dated: 1/3/2011

The foregoing instrument was acknowledged before me on this 3rd day of January, 2011, by Robert A. Spottswood the Vice President of Banyan Grove Development Corporation. He is personally known to me or produced as identification and did not take an oath.




Notary Public

Printed name

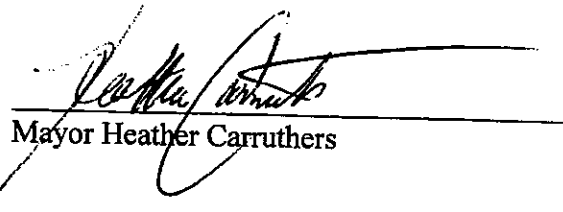
My commission expires



DANNY KOLHAGE, CLERK


Deputy Clerk

**MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS**


Mayor Heather Carruthers

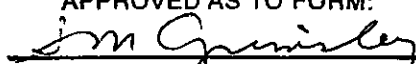
**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:**

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 1-25-2011

EXHIBIT E

Doc# 2211586 03/19/2019 3:51PM
Filed & Recorded in Official Records of
MONROE COUNTY KEVIN MADOK

This instrument prepared by
and return to:

03/19/2019 3:51PM
DEED DOC STAMP CL: Brit \$238,231.00

Robert H. Gebaide, Esq.
BAKER & HOSTETLER LLP
2300 Sun Trust Center
200 South Orange Avenue
Post Office Box 112
Orlando, Florida 32802-0112
Telephone: (407) 649-4000

Doc# 2211586
Bk# 2954 Pg# 815

Parcel ID Nos.: 00127480-000000; 00127475-000132;
and 00127477-000101 through 00127477-000116;
and 00127477-000119; and 00127477-000121 through
00127477-000123; and 00127471-000120

Consideration: \$34,033,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed on March 15, 2019, by Key West Marina Investments, L.L.C., a Florida limited liability company (hereinafter referred to as the "Grantor"), whose address is 1114 Avenue of the Americas, 39th Floor, New York, NY 10036, to SH Marinas 6000, LLC, a Florida limited liability company (hereinafter referred to as the "Grantee"), whose address is 506 Fleming Street, Key West, Florida 33040.

Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures, public bodies and quasi-public bodies)

WITNESSETH: THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alienate, remise, release, convey, and transfer unto Grantee, all of that certain land lying and being in the County of Monroe, State of Florida, to-wit:

See **Exhibit "A"** attached hereto and made a part hereof by reference (hereinafter referred to as the "Property").

TOGETHER with all buildings, structures, and improvements thereon and all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection therewith, including, without limitation, all strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto.

TO HAVE AND TO HOLD the same in fee simple forever, subject to (i) taxes for the year of this instrument and thereafter; (ii) zoning and other use restrictions, conditions, or requirements now or hereafter imposed by governmental authorities; and (iii) without re-imposing same, those matters appearing on **Exhibit "B"** attached hereto and by this reference made a part hereof ((i) through (iii), collectively, "Permitted Exceptions").

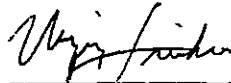
FURTHER, Grantor hereby covenants with and warrants to Grantee that Grantor is lawfully seized of the Property in fee simple; and that Grantor has good, right and lawful authority to sell and convey the Property, and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but no one else, subject to the Permitted Exceptions.


[Signatures on following page.]

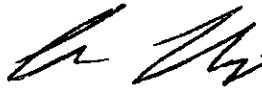
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed
as of the day and year first above written.

Signed, sealed and delivered in
our presence:

Key West Marina Investments, L.L.C., a Florida
limited liability company


Print Name: NAFIZ LINDON

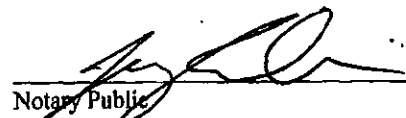

Print Name: Catherine Tenney


By: _____
Name: Adam Matos
Title: Senior Vice President

STATE OF New York)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 7 day of MARCH, 2019, by
Adam Matos, as Senior Vice President of Key West Marina Investments, L.L.C., a Florida limited liability
company, on behalf thereof. He ☒ is personally known to me, or ☐ produced _____
_____ as identification.

(Affix Notary Seal)


Notary Public
Print Name: _____
My Commission expires: _____

Jesus Rosado
Notary Public, State of New York
No. 01RO6242248
Qualified in Bronx County
Commission Expires May 31, 2019

EXHIBIT A

Description of the Property

Parcel A:

On the island known as stock island and described according to George L. McDonald's plat of a part of said stock island, recorded in Plat Book Number one (1), Page 55, Monroe County, Florida public records, as follows:

Lots five (5) and six (6) in Block Sixty-one (61); together with any riparian rights thereunto belonging or in anywise appertaining. Also a parcel of bay bottom land in the Straits of Florida, South of and adjacent to Lots 5 and 6, Block 61 of the plat of stock island, Monroe County, Florida and being recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of said Block 61 of the plat of stock island, bear East for a distance of 400.00 feet to a point; thence bear South for a distance of 255.20 feet to the point of beginning of the parcel of bay bottom land hereinafter described, said point of beginning also being on the shoreline of the straits of Florida; from said point of beginning, continue bearing South for a distance of 2178 feet, more or less, to a point; thence at right angles and East for a distance of 200 feet to a point; thence at right angles and North for a distance of 2178 feet, more or less, back to a point on the shoreline; thence meander to the shoreline in a Westerly direction for a distance of 200 feet, more or less, back to the point of beginning. Lying and being in Section 35, Township 67 South, Range 25 East, Monroe County, Florida.

Parcel B:

On the island known as stock island and described according to George L. McDonald's plat of a part of said stock island, recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, as follows:

Lot 7 in Block 61, commencing at a point on Peninsular Avenue, 600 feet from the corner of Peninsular Avenue, and Maloney Avenue, running thence along Peninsular Avenue, in a Easterly direction 200 feet and extending back at both ends of said line and at right angles to said Peninsular Avenue, in a Southerly direction to the waters of the gulf.

Also,

A parcel of Submerged land in Hawk Channel in Section 36, Township 67 South, Range 25 East, Monroe County, Florida, more particularly described as follows:

Beginning at the Northeast corner of Lot 7, Block 61, of a plat titled "All Lots 1, 2, 3, 5, 6, Section 35; Lot 2 Section 36; Lot 3, Section 26; Lot 2, Section 34; Stock Island, Township 67 South, Range 25 East." Recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, run East, for a distance of 420 feet. Thence run South for a distance of 820 feet, thence run West for a distance of 620 feet, thence run North, for a distance of 500 feet, more or less to the Southwest corner of said Lot 7, Block 61; thence meander the shoreline of said Lot 7, Block 61, in an Easterly and Northerly direction back to the point of beginning.

Parcel C:

A parcel of land, and a portion of a Harbor, located in Section 36, Township 67 South, Range 25 East,

Stock Island, Monroe County, Florida, and being more particularly described as follows:

Commence at the Southeasterly corner of Maloney Avenue and Peninsular Avenue, Stock Island, Monroe, County, Florida; thence East along the South right-of-way of Peninsular Avenue for 1220.12 feet; thence South 237.09 feet to the mean water line of Boca Chica Channel (Straits of Florida), as established on February 6-8, 1984 in accordance with Chapter 177, Part II of the laws of Florida (N.G.V.D. Elev. 0.78), and the point of beginning; thence meander said mean high water line in a Southeasterly and Southwesterly direction with the following metes and bounds; South 24° 04' 03" East for 41.69 feet; thence South 62° 38' 11" East for 19.12 feet; thence South 01° 41' 49" East for 10.59 feet; thence South 24° 28' 37" East for 28.04 feet; thence South 62° 09' 03" East for 39.39 feet; thence South 03° 24' 06" East for 30.50 feet; thence South 25° 36' 43" East for 159.75 feet; thence South 74° 09' 24" West for 41.92 feet; thence South 21° 26' 38" West for 57.27 feet; thence South 10° 09' 39" East for 15.15 feet; thence leaving said mean high water line, West for 93.01 feet; thence North 355.51 feet to the point of beginning.

Parcel D:

A line meandering the Riparian Upland parcel, which was filled prior to July 01, 1975, lying on and adjacent to the Straits of Florida in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block 61, "George L. McDonald's plat of Stock Island" according to the plat thereof, as recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, said point also being the intersection of the Southerly right of way line of Peninsular Avenue and the Easterly right of way of Maloney Avenue; thence East along the said Southerly right of way line Peninsular Avenue for 1220.12 feet; thence South for 820.00 feet; thence North 90° 00' 00" West a distance of 253.94 feet to the mean high water line lying along a concrete seawall; thence West a distance of 270.51 feet to the mean high water line of the Straits of Florida and the point of beginning; thence meander the said mean high water line (elevation 0.78 as located on February 6-8, 1984) for the following metes and bounds thence South 06° 39' 55" East a distance of 13.57 feet; thence South 01° 24' 10" West a distance of 23.35 feet; thence South 22° 37' 25" West a distance of 26.52 feet; thence South 37° 58' 46" West a distance of 7.90 feet; thence South 20° 19' 26" West a distance of 38.26 feet; thence South 60° 38' 26" East a distance of 19.18 feet; thence South 06° 04' 23" West a distance of 15.61 feet; thence South 85° 05' 18" West a distance of 28.79 feet; thence South 21° 19' 54" West a distance of 96.92 feet; thence South 12° 39' 37" East a distance of 76.34 feet; thence South 41° 05' 57" East a distance of 57.42 feet; thence South 44° 50' 22" East a distance of 53.30 feet; thence South 68° 57' 35" East a distance of 41.86 feet; thence South 19° 23' 41" East a distance of 28.68 feet; thence South 52° 51' 02" East a distance of 48.91 feet; thence South 28° 11' 22" East a distance of 70.63 feet; thence South 68° 54' 31" East a distance of 43.30 feet; thence North 85° 00' 12" East a distance of 40.22 feet; thence North 86° 54' 27" East a distance of 66.20 feet; thence South 38° 57' 33" East a distance of 57.90 feet; thence North 76° 13' 35" East a distance of 58.49 feet; thence North 65° 57' 31" East a distance of 117.63 feet; thence North 59° 25' 13" East a distance of 97.46 feet; thence North 38° 31' 22" East a distance of 75.96 feet; thence North 38° 41' 03" East a distance of 43.44 feet; thence North 30° 02' 00" East a distance of 78.59 feet; thence North 20° 30' 15" East a distance of 86.15 feet; thence North 14° 41' 49" East a distance of 44.12 feet; thence North 63° 36' 44" West a distance of 32.35 feet; thence South 69° 54' 51" West a distance of 32.61 feet; thence South 22° 01' 01" West a distance of 40.70 feet; thence South 28° 05' 52" West a distance of 74.87 feet; thence South 31° 16' 23" West a distance of 105.45 feet; thence South 09° 58' 35" West a distance of 26.65 feet; thence South 56° 36' 51" West a distance of 52.92 feet; thence South 67° 51' 11" West a distance of 157.26 feet; thence South 68° 36' 57" West a distance of 49.19 feet; thence North 84° 43' 18" West a distance of 89.46 feet; thence North 61° 55' 36" West a distance of 116.39 feet; thence North 43° 05' 23" West a distance of 164.87 feet; thence North 24° 00' 54" West a distance of 53.88 feet; thence North 02° 23' 52" East a distance of 65.21 feet; thence North 04° 46' 21" East a distance of 59.18 feet; thence North 44° 47' 37" East a distance of 14.49

feet; thence North 87°05'57" East a distance of 7.84 feet; thence North 54°52'52" East a distance of 61.46 feet; thence North 45°22'45" East a distance of 43.01 feet; thence North 60°13'02" East a distance of 19.78 feet; thence North 76°17'21" East a distance of 15.54 feet; thence South 89°14'33" East a distance of 23.37 feet; thence South 76°01'39" East, a distance of 19.75 feet; thence North 83°30'30" East a distance of 7.49 feet; thence North 71°47'24" East a distance of 31.99 feet; thence North 68°11'08" East a distance of 30.92 feet; thence North 55°17'15" East a distance of 19.50 feet; thence South 33°18'08" East a distance of 3.93 feet; thence North 57°16'39" East a distance of 22.00 feet; thence North 36°35'34" West a distance of 9.58 feet; thence West for 270.51 feet to the point of beginning.

Parcel G:

A parcel of land in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows:

Commence at the Southeasterly corner of Maloney Avenue and Peninsular Avenue, Stock Island, Monroe County, Florida; thence East along the South right-of-way of Peninsular Avenue for 1,220.12 feet; thence South 592.60 feet to the point of beginning; thence continue South 227.40 feet to the mean high water line of Lagoon and Boca Chica Channel (Straits of Florida), as established on Feb 6-8, 1984 in accordance with Chapter 177, Part II of the Laws of Florida (N.G.V.D., Elev 0.78); thence meander said mean high water line in a Southeasterly, Easterly, and Northerly direction with the following metes and bounds; South 80°38'33" East for 26.87 feet; thence South 73°46'26" East for 57.64 feet; thence South 35°25'39" East for 37.75 feet; thence North 85°49'19" East for 28.40 feet; thence North 15°18'51" East for 32.71 feet; thence North 06°19'23" East for 59.65 feet; thence North 09°19'59" West for 13.07 feet; thence North 23°50'47" West for 36.82 feet; thence North 17°54'54" West for 89.86 feet; thence North 10°09'40" West for 54.51 feet; thence leaving said mean high water line, West for 93.01 feet to the point of beginning.

Less and except Key West Harbour Condominium (f/k/a Key West Harbour Yacht Club, a Condominium), pursuant to Amended and Restated Declaration of Condominium for Key West Harbour Condominium, and any exhibits annexed thereto, recorded in Official Records Book 2632, Page 1581, and First Amendment to Amended and Restated Declaration of Condominium recorded in Official Records Book 2762, Page 1534, according to the public records of Monroe County, Florida.

AND

UNIT WS-32 AND UNIT B1-L1-20 OF KEY WEST HARBOUR CONDOMINIUM (F/K/A KEY WEST HARBOUR YACHT CLUB, A CONDOMINIUM), PURSUANT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR KEY WEST HARBOUR CONDOMINIUM, AND ANY EXHIBITS ANNEXED THERETO, RECORDED IN OFFICIAL RECORDS BOOK 2632, PAGE 1581, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2762, PAGE 1534, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO, AS SET FORTH IN THE SAID DECLARATION.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
2. Oil, gas and mineral reservations contained in Deed No 21117 from the Trustees of the Internal Improvement Fund of Florida, dated January 13, 1956, recorded January 23, 1956 in Book 53, page 327. Note: The right of entry has been released pursuant to §270.11 F.S.
3. Oil, gas and mineral reservations contained in Deed No 20903 from the Trustees of the Internal Improvement Fund of Florida, dated June 13, 1957, recorded March 24, 1969 in Book 427, page 1063. Note: The right of entry has been released pursuant to §270.11 F.S.
4. Oil, gas and mineral reservations contained in Deed No 26595 from the Trustees of the Internal Improvement Fund of Florida, dated January 28, 1986, recorded February 11, 1986 in Book 965, page 1029, as corrected by deed dated June 24, 1986, recorded July 14, 1986 in Book 981, page 544. Note: The right of entry has been released pursuant to §270.11 F.S.
5. License Agreement dated December 31, 1985, by and between E. J. Ming, Jr., Robert N. Ming and Donald L. Ming, doing business as Ming Partnership No. 2 and the State of Florida, Department of Natural Resources recorded February 11, 1986 in Book 965, page 1119.
6. Resolution No. 265-2004 of The Board of County Commissioners of Monroe County, Florida, Relating To The Provision of Wastewater Capacity; Imposing Annual Wastewater Assessments; Approving The Non-Ad Valorem Assessment Roll; Providing For Collection of The Waste Water Assessments, together with Utility Agreement and Consent and Acknowledgement; And Providing An Effective Date, recorded June 23, 2005 in Book 2126, page 511.
7. Planning Commission Resolution No. P11-07 Approving the request for an amendment to a Major Conditional Use Permit to Redevelop the Existing Marina as recorded May 25, 2007 in Book 2297, Page 789.
8. Easement granted to Comcast of California/Colorado/Florida/Oregon, Inc. by instrument recorded March 14, 2008 in Book 2350, Page 578.
9. Easement granted to The Utility Board of the City of Key West, Florida by instrument recorded April 29, 2008 in Book 2358, Page 628.
10. Flood Variance Affidavit as set forth in instrument recorded May 14, 2008 in Book 2361, Page 124.
11. Monroe County Moderate Affordable Housing Restrictive Covenant as set forth in instrument recorded June 6, 2008 in Book 2365, Page 351.
12. Deed of Conservation Easement granted to Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by instrument recorded June 6, 2008 in Book 2365, Page 486, an Corrective Deed of Conservation Easement recorded October 31, 2008 in Book 2386, Page 1972. (As to fee lands only)

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13. Master Declaration of Covenants and Easements and Agreement for Shared Use for Key West Harbour, which contains provisions for a private charge or assessments, recorded June 7, 2013 in Book 2632, Page 1538, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. Terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in Certificate of Amendment Amended and Restated Declaration of Condominium for KEY WEST HARBOUR CONDOMINIUM, and any Exhibits annexed thereto, including, but not limited to, provisions for a private charge or assessments, recorded June 7, 2013 in Book 2632, Page 1581, as amended by: Certificate of Recording recorded August 6, 2013 in Book 2643, Page 904, and First Amendment to Amended and Restated Declaration of Condominium recorded September 29, 2015 in Book 2762, Page 1534 (as to Unit WS-32 and Unit B-i-L1-20 of Key West Harbour Condominium only).
15. Terms and conditions of the Sovereignty Submerged Lands Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Key West Marina Investments, LLC, a Florida limited liability company, as recorded October 29, 2018, in Book 2933, Page 1860, and as amended by Sovereignty Submerged Lands Lease Assignment to Reflect Change of Upland Ownership OR New Sovereignty Submerged Lands Lease, in favor of Grantee, to be recorded.
16. Easement granted to Florida Keys Aqueduct Authority by instrument recorded August 3, 2018 in Book 2920, Page 1210.
17. Terms and conditions of existing unrecorded lease with Boat Services Group, LLC, under that certain Restatement of Service Area Lease dated July 1, 2013, as amended, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.
18. Terms and conditions of existing unrecorded lease with Michael Gavito and Jo McKinney under Rental Agreement dated 1-1-2018, and as amended by Rental Agreement Addendum 2 dated November 26, 2018, as amended, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.
19. Terms and conditions of existing unrecorded lease with the U.S. Government dated May 1, 2018, for one (1) boat slip, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the 19th day of January, 2011, by and between **MONROE COUNTY**, a political subdivision of the State of Florida ("Monroe County"), and **Banyan Grove Development Corporation**, a subsidiary of **Spottswood Partners, Inc.** ("Spottswood").

WITNESSETH: Doc# 1821967
BKN 2502 Pg# 611

The Parties hereto (the "Parties") hereby agree as follows:

I. RECITALS

A. Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc. owns a parcel of land known as "Banyan Grove" located on Stock Island, adjacent to Key West, Monroe County, Florida, at mile marker 5 of US Highway 1 fronting on MacDonald Avenue and US Highway 1, with access to and from the site from MacDonald Avenue (the "Property"), the legal description of which is contained in Exhibit A – Survey of the Banyan Grove Property, attached hereto and made a part hereof (the "Survey").

B. Spottswood has the authority to enter into this Agreement through Florida Statutes Chapter 163 and the sole and undivided ownership of the Property.

C. The Monroe County Year 2010 Comprehensive Plan (the "Comprehensive Plan") designates all the parcels of the Property as "Mixed Use/Commercial" on its Future Land Use Map. The County Land Use District map designation for the Property is "Mixed Use" (MU).

D. Historically, the Property was used as a Mobile Home Park with 51 Residential Rate of Growth Ordinance (ROGO) exemptions for permanent dwelling units recognized by Monroe County in its Development Order 02-1989, later reaffirmed in Planning Commission Resolutions P04-03, attached hereto as Exhibit B, and P32-05. Resolution P04-03 also recognized 14, 219 square feet of Non Residential Rate of Growth Ordinance (NROGO) exempt non-residential floor area as vested to the site.

E. Monroe County Planning Commission Resolution P32-05 has been determined by Monroe County in correspondence dated September 10, 2010, attached hereto as Exhibit C, to be in full force and effect until April 27, 2013 unless otherwise extended. Resolution P32-05 authorizes the development of 46 market rate permanent dwelling units and accessory uses on the Property.

F. The conceptual site plan, which illustrates the development of the Property for affordable housing, is attached hereto as Exhibit D.

G. Section 130-161.1 of the Monroe County Land Development Regulations ("Land Development Regulations") encourages the redevelopment of mobile home sites and contiguous

property under common ownership to encourage the establishment/preservation of affordable housing in exchange for the ability to transfer an equal or lesser number of market rate permanent residential unit ROGO exemptions off site to eligible receiver sites.

H. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

I. This Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, *et seq.*, Florida Statutes (the "Act").

J. Both Monroe County and Spottswood recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require public hearings before the Planning Commission and the Board of County Commissioners for consideration of a development agreement.

K. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan which contains objectives and policies that seek to encourage the provision of affordable housing through incentive programs and changes to the Land Development Regulations and the residential dwelling permit allocation system. (Objective 601.2, Policy 601.1.12 and Objective 601.6).

II. PURPOSE

The overall purpose of this Agreement is to allow the County and Spottswood to implement the provisions of Monroe County Code Section 130-161.1 as applied to the Property in order to supply needed affordable housing in the unincorporated Lower Keys and to allow for a reasonable use of the Property by allowing the transfer of market rate permanent residential ROGO exemptions lawfully associated with the Property to eligible receiver sites in the unincorporated Lower Keys.

III. AGREEMENT REQUIREMENTS

The Parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

- A. **Legal Description and Ownership.** The legal description for the Property subject to this Agreement is set forth in Exhibit A.
- B. **Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the "Effective Date" as defined herein, and may be extended by mutual consent of the Parties and approval at a public hearing, in accordance with Florida Statutes Section 163.3229 (2007). For the duration of this Agreement, the

Parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, and the Monroe County Comprehensive Plan governing the development of the land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

C. Permitted Uses.

1. In accordance with this Agreement and with the Mixed Use (MU) Land Use district, the permitted uses for Property include: forty eight (48) two and three-bedroom affordable housing units, accessory recreational uses, a minimum of 72 parking spaces, and an 800 square foot project management office which will be a portion of the one unit rented to the manager of the project.
2. The unit density of the Property is 20 units per gross acre. While this density is representative of the existing residential entitlements recognized as per Monroe County Development Order 02-1989 and is in excess of the 18 units per buildable acre maximum allowed by the current Land Development Regulations, the density of lawful dwelling units is not considered nonconforming in accordance with Section 130-163 of the Monroe County Code. Specifically, this section states "Notwithstanding the provisions of sections 130-157, 130-158, and 130-162, the owners of land upon which a lawfully established dwelling unit, mobile home, or transient residential unit exists shall be entitled to one dwelling unit for each type of dwelling unit in existence before January 4, 1996. Such legally-established dwelling unit shall not be considered as a nonconforming use".

D. Public Facilities. There are no impacts on public facilities, since the number of lawfully approved units is derived from pre-existing mobile homes and commercial floor area is not increased by approval and application of this Agreement. The number of units and the commercial floor area were recognized in the planning for the sewage treatment plant serving this area of Stock Island and the units and floor area were accounted for as existing in the data base prepared for the Monroe County 2010 Comprehensive Plan.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property. The Florida Keys Aqueduct Authority will individually meter each unit.
2. Electric service is provided by Keys Energy Services to the Property, and each unit will be individually metered.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. The Property will connect to central sewer via the Key West Resort Utilities system available to Stock Island properties.

E. Reservation or Dedication of Land. There is no reservation or dedication of land for public purpose contemplated by this Agreement.

F. Development Allowed. The following specific criteria are those which will guide the development of the Property and are the standards by which any further approvals shall be measured and shall be as follows:

1. To allow Spottswood to design and construct 48 two and three-bedroom affordable housing units, associated accessory uses and an office to serve only the residents on the Property subject to and only after obtaining approval from Monroe County of a major deviation to the existing unexpired major conditional use approval stipulated in Monroe County Planning Commission Resolution P32-05, as extended by Resolution P24-08 and Florida S.B. 360 and H.B. 1752 applications. The design shall be of a height as defined in the Monroe County Code of no greater than 35 feet.
2. To allow Spottswood to transfer 48 market rate permanent residential ROGO exemptions to one or more individual single-family lots in the unincorporated Lower Keys. A minor conditional use permit shall be required for each receiver site. If a receiver site receives multiple ROGO exemptions, only a single minor conditional use permit shall be required. The Growth Management Division of Monroe County shall track the transfer of all ROGO exemptions by the assignment of unique tracking numbers, which shall be assigned as each receiver site is identified and approved.
3. To allow Spottswood to transfer to one or more appropriately zoned locations in the Lower Keys all or portions of the 14,219 square feet of NROGO exemptions recognized by Monroe County Planning Commission Development Order 02-1989, later re-affirmed in Planning Commission Resolutions P04-03 and P32-05, subject to current regulations pertaining to off-site transfer of non-residential floor area and eligible receiver sites and at a minimum each transfer shall be documented with a minor conditional use permit for each receiver site.
4. To give without further process to Monroe County the three remaining of the 51 market rate residential ROGO exemptions on the Property recognized by Monroe County Resolutions P04-03 and P32-05, at the time of issuance of the certificates of occupancy for all of the affordable units on the Property for use in administrative relief or beneficial use determinations.
5. To allow Spottswood to obtain 48 affordable ROGO allocations from Monroe County from existing and/or future allocations of affordable ROGO allocations in order to build the 48 units in one phase-with construction complete not later than the end of 2014.
6. To allow Spottswood to allocate all of the 48 units to be constructed to allow rental use only of the units for the very low and low income categories identified in Section 130-161.1(2)(c)(i)(4) with a qualifying income not to exceed 60% of the Monroe County median income rather than allocating any units to the median and moderate income categories as may be allowed by the Monroe County Board of County Commissioners as per the subsection listed above.

7. Eligible Building Permit fees charged at the time of permitting shall be waived for the construction of the affordable housing.
8. To allow Spottswood to obtain from Monroe County a waiver of impact fees for the 48 affordable housing units as allowed by Section 130-160.1(5) a in recognition that the 51 residential dwelling unit ROGO exemptions derived from pre-existing units long in place before the Monroe County impact fees ordinance became effective in 1986.

G. Development and Affordable Housing Standards. The development standards shall be determined by the application of the standards contained in the Monroe County Land Development Regulations as determined by the approval of a deviation to the existing major conditional use for the Property and by the granting of the minor conditional use permits for the transfer of ROGO allocations and exemptions to and from the Property as required by Monroe County Code section 130-161.1. Further, the following specific standards shall apply to the development of the affordable housing units on the Property and to the units enabled by the transfer of the market rate ROGO exemptions, however the County and Spottswood recognize that no housing for sale shall be provided on the Property; all affordable units shall be for rental only. Rentals shall be only to those persons at the low and very low income levels making not more than 60% of the median income for Monroe County.

1. No market rate ROGO exemptions for transfer offsite shall be awarded until an affordable housing ROGO allocation is awarded to the sender site and certificates of occupancy are received for the corresponding number of deed restricted affordable units constructed on the Property.
2. If Spottswood has not transferred the entire market rate ROGO exemptions offsite by the termination or expiration of this Agreement, all such remaining un-transferred market rate ROGO exemptions shall become the property of Monroe County to be utilized for the purpose of administrative relief.
3. Monroe County impact fees for dwelling units built with the ROGO exemptions transferred from the property shall not be waived.
4. Tourist housing use or vacation rental use of the affordable housing units established on the Property shall not be allowed.
5. All of the redeveloped housing units transferred to a receiver site shall:
 - a. Remain in the same planning sub-district as the original sender site(s).
 - b. Be located in a Tier III designated area.
 - c. Not propose clearing of any portion of an upland native habitat patch of one acre or greater in size.
 - d. Not be located in a velocity (V) zone.
6. All units maintained at the sender site under this Development Agreement and the Monroe County Affordable housing incentive program shall comply with the following affordability criteria:
 - a. Rental Affordable Housing Units. Rents of sender site units, not including utilities, and income limits for resulting deed restricted affordable dwelling units shall follow:

- i. Very Low Income. Represents 28% of the median income; or
 - ii. Low Income. Represents 60% of the median income; or
 - iii. Definitions follow:
 - (a) Median income, rental rates, and qualifying income tables means eligibility requirements compiled each year by the planning department based upon the median annual household income published for the county on an annual basis by the U.S. Department of Housing and Urban Development and similar information for median and moderate income levels from the Florida Housing Finance Corporation. Affordable housing eligibility requirements for each household will be based upon median annual household income adjusted by family size, as set forth by the U.S. Department of Housing and Urban Development and the Florida Housing Finance Corporation. The county shall rely upon this information to determine maximum rental rates and maximum household incomes eligible for affordable housing rental or purchase.
 - (b) Monthly median household income means the median annual household income for the county divided by 12.
 - iv. The monthly rental amounts shall be in compliance with the Low Income Housing Tax Credit (LIHTC) maximum rental rates.
- 7. At the time of a new rental for an affordable unit, the total income of households eligible to rent shall not exceed the same income limits of the category in which they were originally awarded.
 - 8. All units designated by this development agreement as deed restricted affordable housing shall comply with hurricane standards established by the Florida Building Code and habitability standards established under the Florida Landlord and Tenant Act. Compliance with this provision shall be accomplished prior to the issuance of a building permit for the transferred market rate ROGO exemption and after the deed restricted affordable housing unit is fully restricted and in compliance with this provision.
 - 9. Not more than 50% of the existing affordable housing allocations currently available in the County shall be used for affordable housing allocations at the Property, unless approved by the Board of County Commissioners (BOCC). For the County to monitor receipt of the affordable housing ROGO allocations, Spottswood and the County agree that the BOCC may approve the allocation reservation by resolution concurrent with this development agreement. The resolution and any other resolutions concerning ROGO reservations shall be the controlling documents concerning the allocation reservations and supersede any provisions of this Agreement. It is intended that the initial Resolution be consistent with Section 138-24 of the Monroe County Code as follows:
 - a. Reservation criteria of affordable housing allocations.

- i. The BOCC reserves 48 affordable ROGO allocations for award to Spottswood for the use on the Property until February 1, 2012.
 - ii. Building permits for the affordable units shall be obtained by February 1, 2012.
 - iii. The Board of County Commissioners may, at its discretion, place conditions on any reservation as it deems appropriate. These reservations may be authorized by the Board of County Commissioners for affordable units participating in the Florida State Housing Financing Agency tax credit program or using other public financing vehicles.
 - b. Relinquishment of affordable housing ROGO allocations.
If Spottswood does not comply with reservation and construction deadline criteria within this Agreement or in the ROGO allocation reservation resolution(s), it shall forfeit the affordable housing ROGO allocation awards and the affordable ROGO allocation awards shall be cycled back through the ROGO system for award to an alternate recipient.
 - c. Nothing herein shall prohibit Spottswood from applying for an extension to the ROGO allocation Reservation, but the County is not obligated under any circumstances to give such extension.
- H. **Finding of Consistency.** By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers Monroe County's Comprehensive Plan and Land Development Regulations.
- I. **Affordable Housing Deed Restriction and Length.** This Agreement is and hereby constitutes a deed restriction on the Property for a period of not less than ninety-nine (99) years for affordable housing units for the income limits as prescribed above. At the County's request, Spottswood shall file an additional deed restriction in the format and as approved by the Planning Director and County Attorney.
- J. **Breach, Amendment, Enforcement, and Termination.**
 1. **Material Breach.** A material breach by Spottswood occurs if all 48 units of affordable housing are not built and in receipt of a certificate of occupancy. A material breach by Monroe County occurs upon Monroe County's failure to comply with the terms of this Agreement after Notice as provided in following Subsection III.J.2.
 2. **Notice.** Upon either Party's material breach of the terms and conditions of this Agreement, the other party shall serve written notice on and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Both Parties shall be provided an additional 90 days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties.

3. **Amendment or Termination.** The Parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.
 - a. Amendments to this Agreement shall subject Spottswood to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.
 - b. No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by Monroe County and Spottswood.
 - c. Amendment, extension or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the Party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County Ordinances and Florida Statutes.
4. **Enforcement.**
 - a. After notice and an opportunity to respond and/or cure the material breach as provided for below. In addition, Monroe County may utilize appropriate code enforcement remedies to cure any breach after notice and an opportunity to cure as provided herein.
 - b. Monroe County, Spottswood, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3243, Florida Statutes.
 - c. Nothing contained herein shall limit any other powers, rights, or remedies that either party has, or may have in the future, to enforce the terms of this Agreement.

K. State and Federal Law. If State or Federal laws enacted after the effective date of this Agreement preclude either Party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal laws.

L. Compliance with Other Laws. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Spottswood of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions.

M. Reservation of Rights. This Agreement shall not affect any rights, which may have accrued to any party to this Agreement under applicable law. Both Monroe County and Spottswood reserve any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes,

and land development regulations and permits, except to the extent otherwise provided for in this Agreement.

- N. No Permit.** This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve Spottswood of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.
- O. Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of Monroe County's police power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.
- P. Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives.
- Q. Joint Preparation.** This Agreement has been drafted with the participation of Monroe County and Spottswood and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term "included" is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms, which may fall within the listed category.
- R. Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service with proof of receipt. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

County Administrator
1100 Simonton Street
Room 2-205
Key West, Florida 33040

Doc# 1821967
Bk# 2502 Pg# 620

with a copy to

Assistant County Attorney
PO BOX 1026
Key West, FL 33041
and
1111 12th Street Suite 408
Key West, Florida 33040

The address of Banyan Grove Development Corporation, a subsidiary of Spottswood Partners, Inc. shall be:

Robert Spottswood
506 Fleming Street
Key West, Florida 33040

It is the responsibility of the Parties to notify all Parties of change in name or address for proper notice.

- S. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section, together with the beginning and ending dates of such events.
- T. Construction.**
1. This Agreement shall be construed in accordance and with the laws of the State of Florida. The Parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto.
 2. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

3. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- U. **Omissions.** The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve either Party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.
- V. **Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.
- W. **Litigation.** The County and Spottswood agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County. This Agreement is not subject to arbitration.
- X. **Time of Essence.** Time shall be of the essence for each and every provision hereof.
- Y. **Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.
- Z. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- AA. **Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all Parties. Spottswood agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors in

interest to the Parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of either Party, the other Parties shall join in a short-form recordable memorandum confirming such extension that shall be recorded in the Public Records of Monroe County.

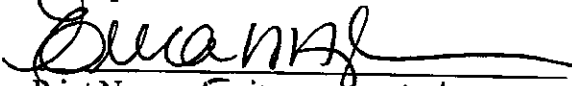
- BB. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.
- CC. Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.
- DD. Effective Date.** The "Effective Date" of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Florida Statutes.

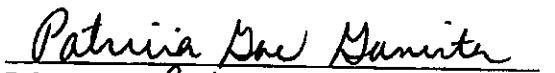
**BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

**Doc# 1821967
BKN 2502 Pg# 622**

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Signed, sealed, and delivered
in the presence of:


Print Name Erica M. Hughes-Sterling


Print Name Patricia Gae Ganister

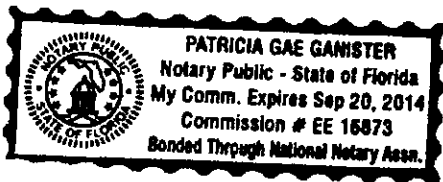
Banyan Grove Development Corporation
a subsidiary of Spottswood Partners, Inc.

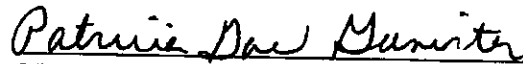
By: 

Title: V. Davis.

Dated: 1/3/2011

The foregoing instrument was acknowledged before me on this 3rd day of January, 2011, by Robert A. Spottswood the Vice President of Banyan Grove Development Corporation. He is personally known to me or produced _____ as identification and did not take an oath.




Notary Public

Printed name _____

My commission expires _____




DANNY KOLHAGE, CLERK

**MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS**


Deputy Clerk


Mayor Heather Carruthers

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 1-25-2011

This instrument prepared by
and return to:

03/19/2019 3:51PM
DEED DOC STAMP CL: Brit \$238,231.00

Robert H. Gebaide, Esq.
BAKER & HOSTETLER LLP
2300 Sun Trust Center
200 South Orange Avenue
Post Office Box 112
Orlando, Florida 32802-0112
Telephone: (407) 649-4000

Doc# 2211586
Bkn 2934 Pgn 815

Parcel ID Nos.: 00127480-000000; 00127475-000132;
and 00127477-000101 through 00127477-000116;
and 00127477-000119; and 00127477-000121 through
00127477-000123; and 00127471-000120

Consideration: \$34,033,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed on March 15, 2019, by Key West Marina Investments, L.L.C., a Florida limited liability company (hereinafter referred to as the "Grantor"), whose address is 1114 Avenue of the Americas, 39th Floor, New York, NY 10036, to SH Marinas 6000, LLC, a Florida limited liability company (hereinafter referred to as the "Grantee"), whose address is 506 Fleming Street, Key West, Florida 33040.

Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures, public bodies and quasi-public bodies)

WITNESSETH: THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alienate, remise, release, convey, and transfer unto Grantee, all of that certain land lying and being in the County of Monroe, State of Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "Property").

TOGETHER with all buildings, structures, and improvements thereon and all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection therewith, including, without limitation, all strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto.

TO HAVE AND TO HOLD the same in fee simple forever, subject to (i) taxes for the year of this instrument and thereafter; (ii) zoning and other use restrictions, conditions, or requirements now or hereafter imposed by governmental authorities; and (iii) without re-imposing same, those matters appearing on Exhibit "B" attached hereto and by this reference made a part hereof ((i) through (iii), collectively, "Permitted Exceptions").

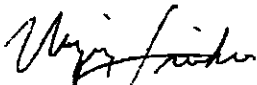
FURTHER, Grantor hereby covenants with and warrants to Grantee that Grantor is lawfully seized of the Property in fee simple; and that Grantor has good, right and lawful authority to sell and convey the Property, and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but no one else, subject to the Permitted Exceptions.

[Signatures on following page.]

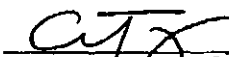
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed as of the day and year first above written.

Signed, sealed and delivered in
our presence:

Key West Marina Investments, L.L.C., a Florida
limited liability company



Print Name: NAFIZ LINDUN



Print Name: Catherine Tenney



By: _____

Name: Adam Matos

Title: Senior Vice President

STATE OF New York)

COUNTY OF New York)

The foregoing instrument was acknowledged before me this 7 day of MARCH, 2019, by Adam Matos, as Senior Vice President of Key West Marina Investments, L.L.C., a Florida limited liability company, on behalf thereof. He ☒ is personally known to me, or ☐ produced _____ as identification.

(Affix Notary Seal)


Notary Public

Print Name: _____

My Commission expires: _____

Jesus Rosado
Notary Public, State of New York
No. 01RO8242248
Qualified in Bronx County
Commission Expires May 31, 20 19

EXHIBIT A

Description of the Property

• **Parcel A:**

On the island known as stock island and described according to George L. McDonald's plat of a part of said stock island, recorded in Plat Book Number one (1), Page 55, Monroe County, Florida public records, as follows:

Lots five (5) and six (6) in Block Sixty-one (61); together with any riparian rights thereunto belonging or in anywise appertaining. Also a parcel of bay bottom land in the Straits of Florida, South of and adjacent to Lots 5 and 6, Block 61 of the plat of stock Island, Monroe County, Florida and being recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of said Block 61 of the plat of stock island, bear East for a distance of 400.00 feet to a point; thence bear South for a distance of 255.20 feet to the point of beginning of the parcel of bay bottom land hereinafter described, said point of beginning also being on the shoreline of the straits of Florida; from said point of beginning, continue bearing South for a distance of 2178 feet, more or less, to a point; thence at right angles and East for a distance of 200 feet to a point; thence at right angles and North for a distance of 2178 feet, more or less, back to a point on the shoreline; thence meander to the shoreline in a Westerly direction for a distance of 200 feet, more or less, back to the point of beginning. Lying and being in Section 35, Township 67 South, Range 25 East, Monroe County, Florida.

• **Parcel B:**

On the island known as stock island and described according to George L. McDonald's plat of a part of said stock island, recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, as follows:

Lot 7 in Block 61, commencing at a point on Peninsular Avenue, 600 feet from the corner of Peninsular Avenue, and Maloney Avenue, running thence along Peninsular Avenue, in a Easterly direction 200 feet and extending back at both ends of said line and at right angles to said Peninsular Avenue, in a Southerly direction to the waters of the gulf.

Also,

A parcel of Submerged land in Hawk Channel in Section 36, Township 67 South, Range 25 East, Monroe County, Florida, more particularly described as follows:

Beginning at the Northeast corner of Lot 7, Block 61, of a plat titled "All Lots 1, 2, 3, 5, 6, Section 35; Lot 2 Section 36; Lot 3, Section 26; Lot 2, Section 34; Stock Island, Township 67 South, Range 25 East." Recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, run East, for a distance of 420 feet. Thence run South for a distance of 820 feet, thence run West for a distance of 620 feet, thence run North, for a distance of 500 feet, more or less to the Southwest corner of said Lot 7, Block 61; thence meander the shoreline of said Lot 7, Block 61, in an Easterly and Northerly direction back to the point of beginning.

Parcel C:

A parcel of land, and a portion of a Harbor, located in Section 36, Township 67 South, Range 25 East,

Stock Island, Monroe County, Florida, and being more particularly described as follows:

Commence at the Southeasterly corner of Maloney Avenue and Peninsular Avenue, Stock Island, Monroe, County, Florida; thence East along the South right-of-way of Peninsular Avenue for 1220.12 feet; thence South 237.09 feet to the mean water line of Boca Chica Channel (Straits of Florida), as established on February 6-8, 1984 in accordance with Chapter 177, Part II of the laws of Florida (N.G.V.D. Elev. 0.78), and the point of beginning; thence meander said mean high water line in a Southeasterly and Southwesterly direction with the following metes and bounds; South 24° 04' 03" East for 41.69 feet; thence South 62° 38' 11" East for 19.12 feet; thence South 01° 41' 49" East for 10.59 feet; thence South 24° 28' 37" East for 28.04 feet; thence South 62° 09' 03" East for 39.39 feet; thence South 03° 24' 06" East for 30.50 feet; thence South 25° 36' 43" East for 159.75 feet; thence South 74° 09' 24" West for 41.92 feet; thence South 21° 26' 38" West for 57.27 feet; thence South 10° 09' 39" East for 15.15 feet; thence leaving said mean high water line, West for 93.01 feet; thence North 355.51 feet to the point of beginning.

Parcel D:

A line meandering the Riparian Upland parcel, which was filled prior to July 01, 1975, lying on and adjacent to the Straits of Florida in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block 61, "George L. McDonald's plat of Stock Island" according to the plat thereof, as recorded in Plat Book 1, Page 55 of the public records of Monroe County, Florida, said point also being the intersection of the Southerly right of way line of Peninsular Avenue and the Easterly right of way of Maloney Avenue; thence East along the said Southerly right of way line Peninsular Avenue for 1220.12 feet; thence South for 820.00 feet; thence North 90° 00' 00" West a distance of 253.94 feet to the mean high water line lying along a concrete seawall; thence West a distance of 270.51 feet to the mean high water line of the Straits of Florida and the point of beginning; thence meander the said mean high water line (elevation 0.78 as located on February 6-8, 1984) for the following metes and bounds thence South 06° 39' 55" East a distance of 13.57 feet; thence South 01° 24' 10" West a distance of 23.35 feet; thence South 22° 37' 25" West a distance of 26.52 feet; thence South 37° 58' 46" West a distance of 7.90 feet; thence South 20° 19' 26" West a distance of 38.26 feet; thence South 60° 38' 26" East a distance of 19.18 feet; thence South 06° 04' 23" West a distance of 15.61 feet; thence South 85° 05' 18" West a distance of 28.79 feet; thence South 21° 19' 54" West a distance of 96.92 feet; thence South 12° 39' 37" East a distance of 76.34 feet; thence South 41° 05' 57" East a distance of 57.42 feet; thence South 44° 50' 22" East a distance of 53.30 feet; thence South 68° 57' 35" East a distance of 41.86 feet; thence South 19° 23' 41" East a distance of 28.68 feet; thence South 52° 51' 02" East a distance of 48.91 feet; thence South 28° 11' 22" East a distance of 70.63 feet; thence South 68° 54' 31" East a distance of 43.30 feet; thence North 85° 00' 12" East a distance of 40.22 feet; thence North 86° 54' 27" East a distance of 66.20 feet; thence South 38° 57' 33" East a distance of 57.90 feet; thence North 76° 13' 35" East a distance of 58.49 feet; thence North 65° 57' 31" East a distance of 117.63 feet; thence North 59° 25' 13" East a distance of 97.46 feet; thence North 38° 31' 22" East a distance of 75.96 feet; thence North 38° 41' 03" East a distance of 43.44 feet; thence North 30° 02' 00" East a distance of 78.59 feet; thence North 20° 30' 15" East a distance of 86.15 feet; thence North 14° 41' 49" East a distance of 44.12 feet; thence North 63° 36' 44" West a distance of 32.35 feet; thence South 69° 54' 51" West a distance of 32.61 feet; thence South 22° 01' 01" West a distance of 40.70 feet; thence South 28° 05' 52" West a distance of 74.87 feet; thence South 31° 16' 23" West a distance of 105.45 feet; thence South 09° 58' 35" West a distance of 26.65 feet; thence South 56° 36' 51" West a distance of 52.92 feet; thence South 67° 51' 11" West a distance of 157.26 feet; thence South 68° 36' 57" West a distance of 49.19 feet; thence North 84° 43' 18" West a distance of 89.46 feet; thence North 61° 55' 36" West a distance of 116.39 feet; thence North 43° 05' 23" West a distance of 164.87 feet; thence North 24° 00' 54" West a distance of 53.88 feet; thence North 02° 23' 52" East a distance of 65.21 feet; thence North 04° 46' 21" East a distance of 59.18 feet; thence North 44° 47' 37" East a distance of 14.49

feet; thence North 87°05'57" East a distance of 7.84 feet; thence North 54°52'52" East a distance of 61.46 feet; thence North 45°22'45" East a distance of 43.01 feet; thence North 60°13'02" East a distance of 19.78 feet; thence North 76°17'21" East a distance of 15.54 feet; thence South 89°14'33" East a distance of 23.37 feet; thence South 76°01'39" East, a distance of 19.75 feet; thence North 83°30'30" East a distance of 7.49 feet; thence North 71°47'24" East a distance of 31.99 feet; thence North 68°11'08" East a distance of 30.92 feet; thence North 55°17'15" East a distance of 19.50 feet; thence South 33°18'08" East a distance of 3.93 feet; thence North 57°16'39" East a distance of 22.00 feet; thence North 36°35'34" West a distance of 9.58 feet; thence West for 270.51 feet to the point of beginning.

Parcel G:

A parcel of land in Section 36, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida and being more particularly described as follows:

Commence at the Southeasterly corner of Maloney Avenue and Peninsular Avenue, Stock Island, Monroe County, Florida; thence East along the South right-of-way of Peninsular Avenue for 1,220.12 feet; thence South 592.60 feet to the point of beginning; thence continue South 227.40 feet to the mean high water line of Lagoon and Boca Chica Channel (Straits of Florida), as established on Feb 6-8, 1984 in accordance with Chapter 177, Part II of the Laws of Florida (N.G.V.D., Elev 0.78); thence meander said mean high water line in a Southeasterly, Easterly, and Northerly direction with the following metes and bounds; South 80°38'33" East for 26.87 feet; thence South 73°46'26" East for 57.64 feet; thence South 35°25'39" East for 37.75 feet; thence North 85°49'19" East for 28.40 feet; thence North 15°18'51" East for 32.71 feet; thence North 06°19'23" East for 59.65 feet; thence North 09°19'59" West for 13.07 feet; thence North 23°50'47" West for 36.82 feet; thence North 17°54'54" West for 89.86 feet; thence North 10°09'40" West for 54.51 feet; thence leaving said mean high water line, West for 93.01 feet to the point of beginning.

Less and except Key West Harbour Condominium (f/k/a Key West Harbour Yacht Club, a Condominium), pursuant to Amended and Restated Declaration of Condominium for Key West Harbour Condominium, and any exhibits annexed thereto, recorded in Official Records Book 2632, Page 1581, and First Amendment to Amended and Restated Declaration of Condominium recorded in Official Records Book 2762, Page 1534, according to the public records of Monroe County, Florida.

AND

UNIT WS-32 AND UNIT B1-L1-20 OF KEY WEST HARBOUR CONDOMINIUM (F/K/A KEY WEST HARBOUR YACHT CLUB, A CONDOMINIUM), PURSUANT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR KEY WEST HARBOUR CONDOMINIUM, AND ANY EXHIBITS ANNEXED THERETO, RECORDED IN OFFICIAL RECORDS BOOK 2632, PAGE 1581, AND FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2762, PAGE 1534, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO, AS SET FORTH IN THE SAID DECLARATION.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
2. Oil, gas and mineral reservations contained in Deed No 21117 from the Trustees of the Internal Improvement Fund of Florida, dated January 13, 1956, recorded January 23, 1956 in Book 53, page 327. Note: The right of entry has been released pursuant to §270.11 F.S.
3. Oil, gas and mineral reservations contained in Deed No 20903 from the Trustees of the Internal Improvement Fund of Florida, dated June 13, 1957, recorded March 24, 1969 in Book 427, page 1063. Note: The right of entry has been released pursuant to §270.11 F.S.
4. Oil, gas and mineral reservations contained in Deed No 26595 from the Trustees of the Internal Improvement Fund of Florida, dated January 28, 1986, recorded February 11, 1986 in Book 965, page 1029, as corrected by deed dated June 24, 1986, recorded July 14, 1986 in Book 981, page 544. Note: The right of entry has been released pursuant to §270.11 F.S.
5. License Agreement dated December 31, 1985, by and between E. J. Ming, Jr., Robert N. Ming and Donald L. Ming, doing business as Ming Partnership No. 2 and the State of Florida, Department of Natural Resources recorded February 11, 1986 in Book 965, page 1119.
6. Resolution No. 265-2004 of The Board of County Commissioners of Monroe County, Florida, Relating To The Provision of Wastewater Capacity; Imposing Annual Wastewater Assessments; Approving The Non-Ad Valorem Assessment Roll; Providing For Collection of The Waste Water Assessments, together with Utility Agreement and Consent and Acknowledgement; And Providing An Effective Date, recorded June 23, 2005 in Book 2126, page 511.
7. Planning Commission Resolution No. P11-07 Approving the request for an amendment to a Major Conditional Use Permit to Redevelop the Existing Marina as recorded May 25, 2007 in Book 2297, Page 789.
8. Easement granted to Comcast of California/Colorado/Florida/Oregon, Inc. by instrument recorded March 14, 2008 in Book 2350, Page 578.
9. Easement granted to The Utility Board of the City of Key West, Florida by instrument recorded April 29, 2008 in Book 2358, Page 628.
10. Flood Variance Affidavit as set forth in instrument recorded May 14, 2008 in Book 2361, Page 124.
11. Monroe County Moderate Affordable Housing Restrictive Covenant as set forth in instrument recorded June 6, 2008 in Book 2365, Page 351.
12. Deed of Conservation Easement granted to Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by instrument recorded June 6, 2008 in Book 2365, Page 486, an Corrective Deed of Conservation Easement recorded October 31, 2008 in Book 2386, Page 1972. (As to fee lands only)

13. Master Declaration of Covenants and Easements and Agreement for Shared Use for Key West Harbour, which contains provisions for a private charge or assessments, recorded June 7, 2013 in Book 2632, Page 1538, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. Terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in Certificate of Amendment Amended and Restated Declaration of Condominium for KEY WEST HARBOUR CONDOMINIUM, and any Exhibits annexed thereto, including, but not limited to, provisions for a private charge or assessments, recorded June 7, 2013 in Book 2632, Page 1581, as amended by: Certificate of Recording recorded August 6, 2013 in Book 2643, Page 904, and First Amendment to Amended and Restated Declaration of Condominium recorded September 29, 2015 in Book 2762, Page 1534 (as to Unit WS-32 and Unit B-1-L1-20 of Key West Harbour Condominium only).
15. Terms and conditions of the Sovereignty Submerged Lands Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Key West Marina Investments, LLC, a Florida limited liability company, as recorded October 29, 2018, in Book 2933, Page 1860, and as amended by Sovereignty Submerged Lands Lease Assignment to Reflect Change of Upland Ownership OR New Sovereignty Submerged Lands Lease, in favor of Grantee, to be recorded.
16. Easement granted to Florida Keys Aqueduct Authority by instrument recorded August 3, 2018 in Book 2920, Page 1210.
17. Terms and conditions of existing unrecorded lease with Boat Services Group, LLC, under that certain Restatement of Service Area Lease dated July 1, 2013, as amended, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.
18. Terms and conditions of existing unrecorded lease with Michael Gavito and Jo McKinney under Rental Agreement dated 1-1-2018, and as amended by Rental Agreement Addendum 2 dated November 26, 2018, as amended, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.
19. Terms and conditions of existing unrecorded lease with the U.S. Government dated May 1, 2018, for one (1) boat slip, with no rights of purchase; and all rights of lessee and any parties claiming through the lessee under the lease.

This instrument prepared by
and return to:

Robert H. Gebaide, Esq.
BAKER & HOSTETLER LLP
SunTrust Center, Suite 2300
200 South Orange Avenue
Orlando, Florida 32801
Telephone: (407) 649-4059
Telecopier: (407) 841-0168

Parcel Identification No.: 1158275
Consideration Paid: \$1,000,000.00

Doc# 1913302 12/26/2012 11:35AM
Filed & Recorded in Official Records of
MONROE COUNTY ANY HEAVILIN

12/26/2012 11:35AM
DEED DOC STAMP CL: MT \$7,000.00

Doc# 1913302
Bk# 2605 Pg# 972

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and given this **18th** day of December, 2012, by and between **BANYAN GROVE DEVELOPMENT CORPORATION, a Florida corporation**, with an address of 506 Fleming Street, Key West, Florida 33040 (hereinafter called the "Grantor") and **BANYAN GROVE RESIDENCES, LTD., a Florida limited partnership**, with an address of 506 Fleming Street, Key West, Florida 33040 (hereinafter called the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor, in hand paid by the Grantee, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain piece, parcel or tract of land lying and being in the County of Monroe, State of Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

This conveyance is also subject to the following:

See Exhibit "B" attached hereto and incorporated herein by this reference.

This conveyance is also subject to the following:

Grantor hereby reserves and retains for itself any and all rights set forth in that certain Development Agreement recorded on January 27, 2011 in Official Records Book 2502, Page 607 of the Public Records of Monroe County, Florida ("Development Agreement"), related to the transfer of forty-eight (48) market rate permanent residential Rate of Growth Ordinance exemptions to one or more individual single-family lots in the unincorporated Lower Keys and the transfer to one or more appropriately zoned locations in the Lower Keys of all or portions of the 14,219 square feet of Nonresidential Rate of Growth Ordinance exemptions (collectively, the "Retained Rights"),

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This conveyance is further subject to the Grantee's obligation to cooperate in good faith with the Grantor to effectuate the purpose and intent of Grantor's reservation and retention of the Retained Rights, and the Grantee agrees to execute and deliver such further documents, and take such further actions, as may be reasonably necessary to effectuate Grantor's ownership of the Retained Rights.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all claiming by, through or under the Grantor.

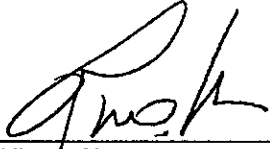
[Signature Page Follows]

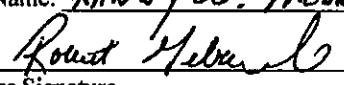
Doc# 1913302
Bk# 2605 Pg# 974

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

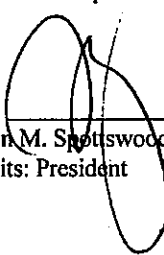
Signed, sealed and delivered
in the presence of:

BANYAN GROVE DEVELOPMENT CORPORATION,
a Florida corporation



Witness Signature
Print Name: Randy W. Moore


Witness Signature
Print Name: Robert Gebaude

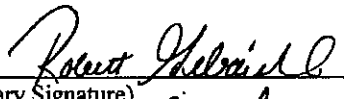
By: 

John M. Spottswood, Jr.
As its: President

STATE OF FLORIDA)
) ss.
COUNTY OF Monroe)

The foregoing instrument was acknowledged before me this 13 day of December, 2012, by John M. Spottswood, Jr., as President of BANYAN GROVE DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. He is ☒ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



(Notary Signature)
Robert Gebaude

(Notary Name Printed)
Commission No. _____



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EXHIBIT "A"
Legal Description

Parcel A:

A parcel of land on Stock Island, Monroe County, Florida, being all of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 and portions of Lots 4 and 17, of Square 29, as shown on STOCK ISLAND MALONEY SUBDIVISION, as recorded in Plat Book 1, at Page 55, of the Public Records of the said Monroe County; said parcel being described by metes and bounds as follows:

Commence at the Southwest corner of the said Square 29 and run thence East along the South boundary line of the said Square for a distance of 196.0 feet to the Point of Beginning of the parcel of land herein described; thence North and parallel with the East boundary of the said Square for a distance of 80.0 feet; thence West and parallel with the South boundary of the said Square for a distance of 30.0 feet; thence North and parallel with the East boundary line of the said Square for a distance of 167.26 feet to a point on the North boundary line of said Square; thence North 78°58'03" East along the said North boundary line of the said Square for a distance of 8.4 feet to a point of deflection; thence East and continuing along the said North boundary line of the said Square for a distance of 326.0 feet to the Northeast corner of the said Square; thence South along the East boundary of the said Square for a distance of 250 feet to the Southeast corner of said Square; thence West along the South boundary line of the said Square for a distance of 304.0 feet back to the Point of Beginning.

And

Parcel B:

A parcel of land on Stock Island, Monroe County, Florida, and being Block 26 and a portion of East Laurel Avenue, both as shown on STOCK ISLAND MALONEY SUBDIVISION, as recorded in Plat Book 1, Page 55, of the Public Records of the said Monroe County; said parcel being described by the metes and bounds as follows:

Begin at the intersection of the West right of way line of Fourth Street with the South right of way line of East Laurel Avenue and run thence West along the South right of way line of the said East Laurel Avenue for a distance of 326 feet, more or less, to the Southeasterly right of way line of Highway U.S. No. 1; thence Northeasterly along the Southeasterly right of way line of the said Highway U.S. No. 1 for a distance of 340 feet, more or less, to the Northeast corner of the said Block 26, said Northeast corner of the said Block 26 being North of the Point of Beginning; thence South for a distance of 90 feet, more or less, back to the Point of Beginning.

And

Parcel C:

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Bk# 2605 Pg# 976

A portion of Lot 17, Square 29, as shown on the plat of STOCK ISLAND MALONEY SUBDIVISION as recorded in Plat Book 1, at Page 55, of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commence at the Southwest corner of the said Square 29; thence North 89°57'56" East along the Northerly right of way line of MacDonald Avenue for 196.00 feet to the Point of Beginning; thence North 00°02'04" West for a distance of 80.00 feet; thence South 89°57'56" West for a distance of 30.00 feet; thence South 00°02'04" East for a distance of 80.00 feet to the said Northerly right of way line of MacDonald Avenue; thence North 89°57'56" East along the said Northerly right of way line of MacDonald Avenue for 30.00 feet to the Point of Beginning.

And

Parcel One:

That portion of Fourth Street, Stock Island, Monroe County, Florida, lying between the North right of way line of MacDonald Avenue and the South right of way line of U.S. Highway No. 1 more particularly described as follows:

Begin at the Southeast corner of Lot 11, Block 29, Plat Book 1, Page 55, as found in the Public Records of Monroe County, Florida; thence North 00°19'00" East along the Easterly property lines of Lots 11 and 10, Block 29 and the Easterly line of that parcel on East Laurel Avenue abandoned by Monroe County Resolution 294-1989 and the Easterly property line of Block 26 to a point on the Southerly right of way line of U.S. Highway No. 1; thence North 81°15'35" East a distance of 25.32 feet along the Southerly right of way line of U.S. Highway No. 1 to a point; thence South 00°19'00" West a distance of 337.31 feet, along the centerline of Fourth Street to a point; thence North 89°41'00" West a distance of 25 feet along the North right of way line of MacDonald Avenue to the Point of Beginning.

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Bk# 2605 Pg# 977

EXHIBIT "B"

1. Taxes and assessments for the year 2013 and subsequent years, which are not yet due and payable.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 438, Page 909, Public Records of Monroe County, Florida. (as to Parcels A and C)
4. State Law under Chapter 76-190 and Chapter 22F8.02 of the Florida Administrative Code for Land Planning for the Florida Keys Area of Critical Concern recorded in Official Records Book 668, Page 43, and Final Judgment recorded in Official Records Book 1788, Page 1257, Public Records of Monroe County, Florida.
5. Sewer and Utility Easement recorded in Official Records Book 1666, Page 1502, and Corrective Sewer and Utility Easement recorded in Official Records Book 1798, Page 710, Public Records of Monroe County, Florida. (as to Parcels A and C)
6. Easement to the Utility Board of the City of Key West, Florida recorded in Official Records Book 1711, Page 889, Public Records of Monroe County, Florida. (as to Parcel 1)
7. Planning Commission Resolution No. P32-05 recorded in Official Records Book 2170, Page 2191, as re-recorded in Official Records Book 2483, Page 630; as affected by Planning Commission Resolution No. 24-08 recorded in Official Records Book 2384, Page 890, as re-recorded in Official Records Book 2468, Page 97, Public Records of Monroe County, Florida.
8. Resolution No. 032-2011 recorded in Official Records Book 2502, Page 607, Public Records of Monroe County, Florida.
9. Development Agreement recorded in Official Records Book 2502, Page 611, Public Records of Monroe County, Florida.
10. Monroe County, Florida Planning Commission Resolution No. P41-10 recorded in Official Records Book 2510, Page 2291, Public Records of Monroe County, Florida.
11. Resolution No. 329-2012 recorded in Official Records Book 2595, Page 1999, Public Records of Monroe County, Florida.

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**MONROE COUNTY
OFFICIAL RECORDS**

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT



Disclosure of Interest

Pursuant to Section 101-6 of the Land Development Code, this form shall accompany land-use related applications. The intent is to disclose the identity of true parties in interest to the public, thereby enabling the public to ascertain which parties will potentially benefit.

Any person or entity holding real property in the form of a partnership, limited partnership, corporation, assignment of interest, trust, option, assignment of beneficial or contractual interest, or any form of representative capacity whatsoever for others, except as otherwise provided, shall, during application submittal for a specified application types, make a public disclosure, in writing, under oath, and subject to the penalties prescribed for perjury. Exemptions to the requirements of this section include the beneficial interest which is represented by stock in corporations registered with the federal securities exchange commission or in corporations registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public.

This written disclosure shall be made to the planning director at the time of application. The disclosure information shall include the name and address of every person having a beneficial or contractual interest in the real property, however small or minimal.

- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

<i>Name and Address</i>	<i>% of Ownership</i>

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

<i>Name and Address</i>	<i>% of Ownership</i>

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	% of Ownership

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	% of Ownership
Banyan Grove Residences GP, LLC	0.005%
AHI Banyan Grove GP, LLC	0.005%
Wells Fargo Affordable Housing Community Development Corporation	99.99%

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	% of Ownership

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: _____

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 16th day of Dec 2019, by Robert A. Spottswood Jr. He/she is personally known to me or has produced _____ as identification.



Cindy Sawyer
Notary Public
My Commission Expires

MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT



Disclosure of Interest

Pursuant to Section 101-6 of the Land Development Code, this form shall accompany land-use related applications. The intent is to disclose the identity of true parties in interest to the public, thereby enabling the public to ascertain which parties will potentially benefit.

Any person or entity holding real property in the form of a partnership, limited partnership, corporation, assignment of interest, trust, option, assignment of beneficial or contractual interest, or any form of representative capacity whatsoever for others, except as otherwise provided, shall, during application submittal for a specified application types, make a public disclosure, in writing, under oath, and subject to the penalties prescribed for perjury. Exemptions to the requirements of this section include the beneficial interest which is represented by stock in corporations registered with the federal securities exchange commission or in corporations registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public.

This written disclosure shall be made to the planning director at the time of application. The disclosure information shall include the name and address of every person having a beneficial or contractual interest in the real property, however small or minimal.

- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

<i>Name and Address</i>	<i>% of Ownership</i>

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

<i>Name and Address</i>	<i>% of Ownership</i>
SH Marinas 6000 Member, LLC - 506 Fleming Street. Key West, FL 33040	10%
KWHYC Investements, LLC - 150 SE 2nd Ave, Suite 800. Miami, FL 33131	10%
KW Harbour VII-B, LLC - 171 17th Street NW - Suite 1575. Atlanta, GA 30363	80%
Robert A. Spottswood, President	0%
William B. Spottswood, Vice-President	0%
John M. Spottswood, Jr. - Vice -President	0%

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

Name and Address	% of Ownership

* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

Name and Address	% of Ownership

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

Name and Address	% of Ownership

* Please provide date of contract _____

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

Name and Address

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: _____

State of Florida, County of Monroe

ROBERT A. SPOTLAND, JR.

The foregoing instrument was acknowledged before me this 16th day of Dec. 2019, by Robert A. Spottland Jr. He/she is personally known to me or has produced _____ as identification.



Notary Public
My Commission Expires



Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00127480-000000
 Account# 1161667
 Property ID 1161667
 Millage Group 110A
 Location 6000 PENINSULAR Ave, STOCK ISLAND
 Address
 Legal
 Description STOCK ISLAND MALONEY SUB PB1-55 LOTS 5-6-7 SQR 61 & ADJ BAY BTM & ADJ PARCEL (LESS KEY WEST HARBOUR CONDOMINIUM) OR427-1063(II DEED 20903) OR472-272/273Q OR493-890 OR638-181 OR638-182 OR638-184/185 OR919-611/613 OR938-272/273 OR938-274/275Q/C OR938-276 OR965-1029/1033 OR965-1034/1039 OR965-1119/1122 OR977-881/884 OR981-544/548C(II DEED 26595) OR981-549/553C OR1139-336/338 OR1139-339/341 OR1139-342/345 OR1428-579/80/ CERT OR2222-457/59 OR2222-460/61 OR2365-351/354(REST) OR2366-1097/1318DEC OR2387-371/420AMD OR2388-701/732AMD OR2632-1501/1535(TERMINATION) OR2632-1538/1577(DEC) OR2632-1581/1656(DEC) OR2954-0815
 (Note: Not to be used on legal documents.)
 Neighborhood 10060
 Property Class AIRPORT, MARINAS, BUS TERM (2000)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable No
 Housing



Owner

SH MARINAS 6000 LLC
 506 Fleming St
 Key West FL 33040

Valuation

	2019	2018	2017	2016
+ Market Improvement Value	\$2,398,312	\$0	\$0	\$0
+ Market Misc Value	\$2,030,763	\$0	\$0	\$0
+ Market Land Value	\$16,282,991	\$20,409,717	\$20,409,717	\$20,409,717
= Just Market Value	\$20,712,066	\$20,409,717	\$20,409,717	\$20,409,717
= Total Assessed Value	\$20,712,066	\$20,409,717	\$20,409,717	\$20,409,717
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$20,712,066	\$20,409,717	\$20,409,717	\$20,409,717

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL WATERFRON (100W)	586,753.00	Square Foot	0	0
(9500)	13.23	Acreage	0	0

Commercial Buildings

Style REST/CAFET-A- / 21A
 Gross Sq Ft 10,124
 Finished Sq Ft 6,517
 Perimeter 0
 Stories 2
 Interior Walls
 Exterior Walls C.B.S.
 Quality 400 ()
 Roof Type GABLE/HIP
 Roof Material METAL
 Exterior Wall1 C.B.S.
 Exterior Wall2
 Foundation CONCRETE SLAB
 Interior Finish
 Ground Floor Area

Floor Cover				
Full Bathrooms	4			
Half Bathrooms	0			
Heating Type				
Year Built	2008			
Year Remodeled				
Effective Year Built	2008			
Condition				
Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	6,517	6,517	0
OPF	OP PRCH FIN LL	2,172	0	0
OUF	OP PRCH FIN UL	1,435	0	0
TOTAL		10,124	6,517	0

Style APTS-A / 03A
 Gross Sq Ft 7,560
 Finished Sq Ft 5,344
 Perimeter 0
 Stories 1
 Interior Walls
 Exterior Walls C.B.S.
 Quality 400 ()
 Roof Type GABLE/HIP
 Roof Material METAL
 Exterior Wall1 C.B.S.
 Exterior Wall2
 Foundation CONCRETE SLAB
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 3
 Half Bathrooms 0
 Heating Type
 Year Built 2008
 Year Remodeled
 Effective Year Built 2008
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	5,344	5,344	0
OPU	OP PR UNFIN LL	928	0	0
OPF	OP PRCH FIN LL	1,288	0	0
TOTAL		7,560	5,344	0

Style MARINA/AUTO/BUS TERM / 27A
 Gross Sq Ft 8,160
 Finished Sq Ft 3,669
 Perimeter 1,346
 Stories 2
 Interior Walls
 Exterior Walls C.B.S.
 Quality 400 ()
 Roof Type GABLE/HIP
 Roof Material METAL
 Exterior Wall1 C.B.S.
 Exterior Wall2
 Foundation CONCRETE SLAB
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 2
 Half Bathrooms 0
 Heating Type
 Year Built 2008
 Year Remodeled
 Effective Year Built 2008
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
CAN	CANOPY	864	0	118
EFD	ELEVATED FOUND	2,144	0	370
FLA	FLOOR LIV AREA	3,669	3,669	424
OUU	OP PR UNFIN UL	288	0	72
OPF	OP PRCH FIN LL	621	0	184
OUF	OP PRCH FIN UL	574	0	178
TOTAL		8,160	3,669	1,346

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CON DKS/CONPIL	1975	1976	1	1488 SF	3
SEAWALL	1975	1976	1	620 SF	4
CON DKS/CONPIL	1975	1976	1	625 SF	3
SEAWALL	1988	1989	1	1392 SF	4
CON DKS/CONPIL	1988	1989	1	696 SF	3
SEAWALL	1990	1991	1	1300 SF	4
SEAWALL	1990	1991	1	422 SF	1
CONCRETE DOCK	1990	1991	1	975 SF	4
BRICK PATIO	2008	2009	1	200000 SF	2
CUSTOM POOL	2008	2009	1	1601 SF	5
WROUGHT IRON	2008	2009	1	1024 SF	2
TIKI	2008	2009	1	625 SF	5
TIKI	2008	2009	1	713 SF	5

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
3/7/2019	\$34,033,000	Warranty Deed	2211586	2954	0815	05 - Qualified	Improved
7/5/2006	\$30,500,000	Warranty Deed		2222	457	M - Unqualified	Improved

Permits

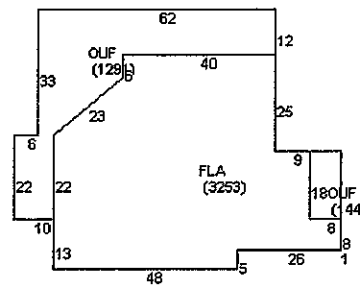
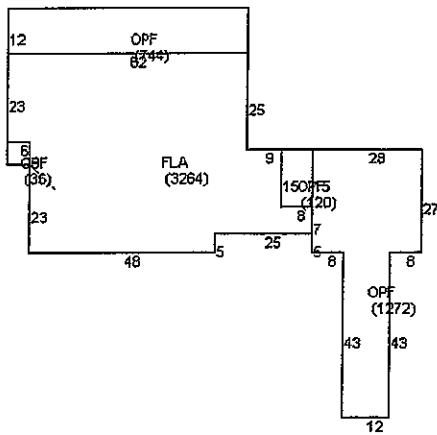
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18104663	11/6/2018	7/29/2019	\$189,740	Commercial	R/R SANITARY SEWER SYSTEM LOCATED UNDER LIVE-ABOARD-DOCK. APPROX 930 LINEAR FEET OF 2.5 4 INCH HPDE SDR 11 FUSION PIPE.
18101008	4/13/2018	8/2/2019	\$444,200	Commercial	REPLACEMENT OF EXISTING 4" FIRE WATER MAIN PER SEALED PLANS IN FILE. THIS PERMIT INCLUDES ELECTIC AND PLUMBING.
18100271	2/7/2018	7/25/2019	\$259,724	Commercial	REPLACE SAME FOR SAME DIESEL FIRE PUMP.
12105260	1/8/2013		\$1,000	Commercial	REPAIR DAMAGED UG ELEC SERVICE
12102826	8/17/2012	6/28/2019	\$1,800,000	Commercial	REMOVE AND REPLACE EXISTING PAVERS WITH CONCRETE
11104789	10/18/2011	4/17/2019	\$20,000	Commercial	INSTALL 300 AMP ELECTRICAL PANEL AND 3 POWER PEDESTAL UTILIZING EXISTING CONDUITS INSTALLED DURING ORIGINAL CONSTRUCTION.
10103328	6/25/2010		\$0	Commercial	RELOCATE PEDESTALS
10100467	2/9/2010		\$2,400	Commercial	REPAIR DOCK PVC LINES
09100696	3/2/2009	12/18/2009	\$2,400	Commercial	WIRELESS SECURITY ALARM
08104067	12/8/2008		\$32,000	Commercial	UNIT (A) VACATION RENTAL
08104070	12/8/2008		\$32,000	Commercial	UNIT (B) VACATION RENTAL
08104071	12/8/2008		\$32,000	Commercial	UNIT (C) VACATION RENTAL
08102671	10/16/2008	10/16/2008	\$80,000	Commercial	ATF TIKI
08101557	5/19/2008	8/6/2008	\$31,000	Commercial	LANDSCAPE & IRRIGATION
08101740	5/14/2008	8/6/2008	\$1,300	Commercial	FIRE SUPPRESSION SYSTEM CLUB HOUSE
08101222	5/7/2008	8/6/2008	\$400	Commercial	PROPANE TANK IN GROUND
08100790	5/1/2008		\$810,000	Commercial	PIER STEEL PILES & BOARDWALK
08101336	4/24/2008	8/6/2008	\$160,000	Commercial	COMM POOL
08100592	3/26/2008	8/6/2008	\$15,000	Commercial	2 GENERATOR PADS
08100591	3/14/2008	8/6/2008	\$300,000	Commercial	Fire Pump Houses 3 each
08100437	3/5/2008	8/6/2008	\$60,000	Commercial	Fire Alarm System
07101988	12/12/2007	8/6/2008	\$210,000	Commercial	AFFORDABLE 1 OF 3 HOUSING
07104239	10/30/2007	8/6/2008	\$6,000	Commercial	Maintenance Dredging
07102102	10/12/2007	6/9/2008	\$1,418,300	Commercial	#1 Boat Barn
07103104	10/12/2007	6/9/2008	\$650,000	Commercial	#3 BOAT BARN
07101987	9/26/2007	8/6/2008	\$300,000	Commercial	Dockmaster/Ship Store
07101989	9/26/2007	8/6/2008	\$260,000	Commercial	Unit A SFR
07101996	9/26/2007	8/6/2008	\$1,600,000	Commercial	New Club House
07103048	9/26/2007	8/6/2008	\$210,000	Commercial	Affordable Housing 2 of 3 Units
07103049	9/26/2007	8/6/2008	\$210,000	Commercial	Affordable Housing 3 of 3 Units
07104118	9/26/2007	8/6/2008	\$260,000	Commercial	Unit B SFR
07104122	9/26/2007	8/6/2008	\$260,000	Commercial	Unit C SFR
07103108	9/4/2007	8/6/2008	\$300,000	Commercial	Seawall Repair Cap
07102727	8/8/2007	8/6/2008	\$245,317	Commercial	Underground Storage Tanks
07102547	6/14/2007	8/6/2008	\$155,000	Commercial	Club House Foundation Only
07102549	6/14/2007	8/6/2008	\$845,900	Commercial	Boat Storage Bldg 1
07102550	6/14/2007	8/6/2008	\$98,000	Commercial	Boat Bldg 3 Foundation only
07102551	6/14/2007	8/6/2008	\$227,999	Commercial	Boat Bldg 2 Foundation only
07102552	6/14/2007	8/6/2008	\$126,000	Commercial	Guest Suites

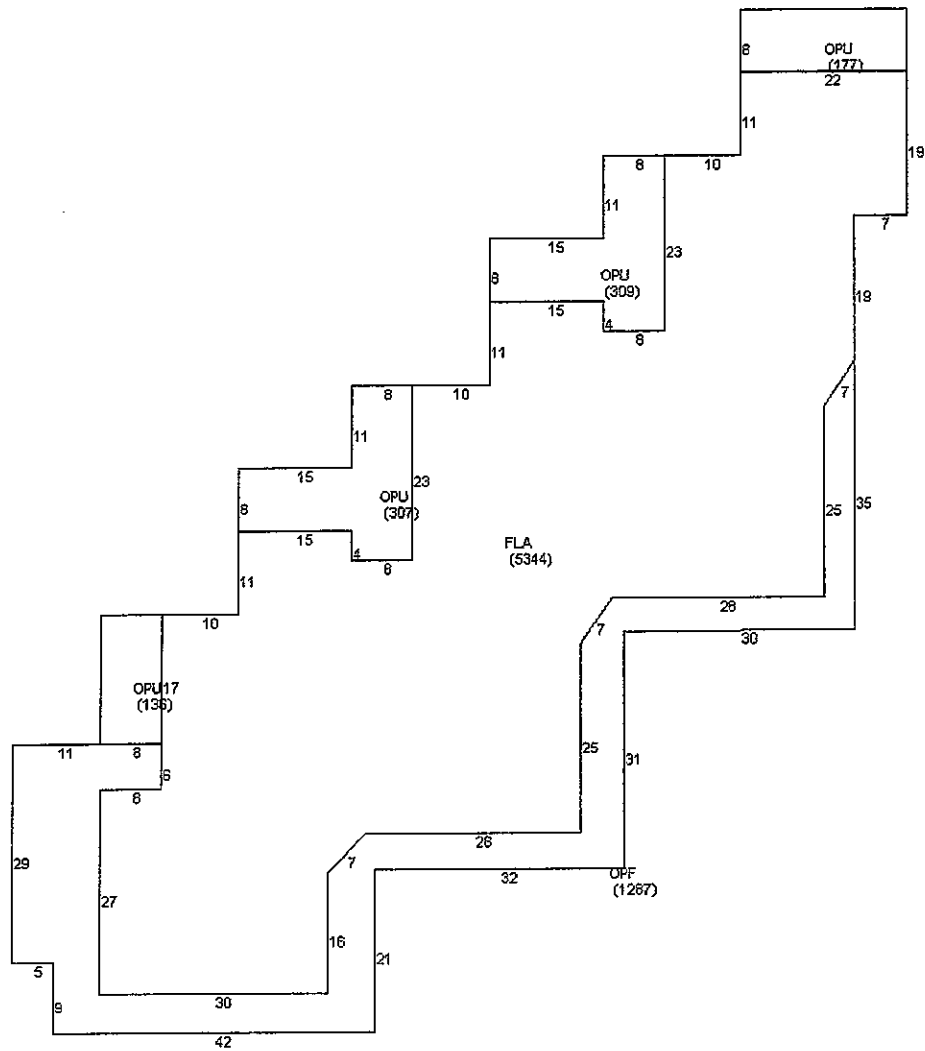
Number	Date Issued	Date Completed	Amount	Permit Type	Notes
07102553	6/14/2007	8/6/2008	\$93,000	Commercial	Ships Store
07102553	6/14/2007	8/6/2008	\$93,000	Commercial	Ships Store Foundation only
07101985	5/29/2007	8/6/2008	\$250,000	Commercial	SITE WORK ONLY C-PERMIT
06106513	11/15/2006	12/28/2007	\$13,000	Commercial	DEMO 15,854 SF OF METAL, WOOD, AND CBS BLDG.
06105317	9/7/2006	12/28/2007	\$10,000	Commercial	Driveway
00/4138	9/21/2000	1/1/2001	\$1,200	Commercial	ELEC.MISC.
00/0757	7/25/2000	1/1/2001	\$7,200	Commercial	REPAIR 30' SEAWALL
99/2137	9/2/1999	12/30/2000	\$20,000	Commercial	INSTALL LIFT STATION
98-2286	12/22/1998	1/1/2001	\$22,450	Commercial	ROOFING
96-0478	10/1/1996	12/1/1996	\$2,500	Commercial	SLAB
95-1311	7/1/1996	12/1/1996	\$57,000	Commercial	ADDITION - COMMERCIAL

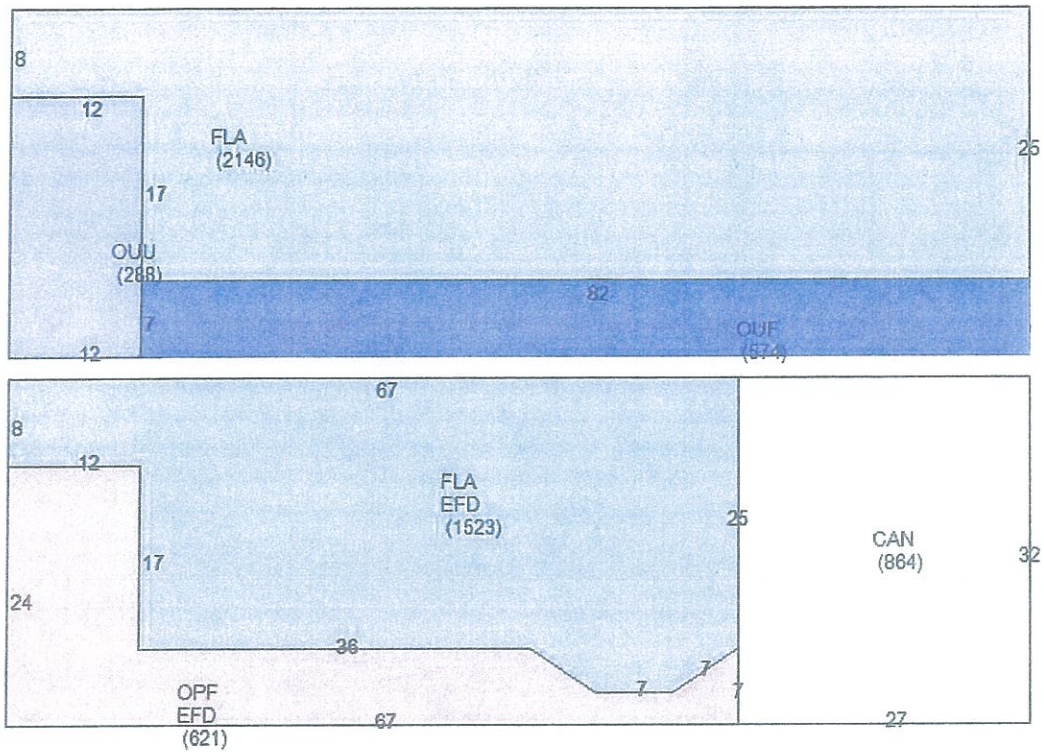
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[View Taxes for this Parcel](#)

Sketches (click to enlarge)







Photos



Map



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Monroe County, FL

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By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00124140-000000
 Account# 1158275
 Property ID 1158275
 Millage Group 110A
 Location 5455 MACDONALD Ave, STOCK ISLAND
 Address
 Legal Description STOCK ISLAND MALONEY SUB PB1-55 PT LT 4 AND ALL LTS 5 THRU 17 AND PT EAST LAUREL AVE AND PT 4TH ST RES 294-1989 RES NO 304A-2002 H1-330 G10-347 OR438-909E OR824-387D/C OR825-1470 OR825-1471 OR905-1652/53 OR1187-1539/AFF OR1657-966(MERGER) OR1643-1013/17(MERGER) OR2190-1658/61 OR2498-2001OR2542-1861/64C OR2605-972/77
 (Note: Not to be used on legal documents.)
 Neighborhood 10060
 Property MULTI FAMILY 10 OR MORE UNITS (0300)
 Class
 Subdivision MALONEY SUBD
 Sec/Twp/Rng 35/67/25
 Affordable No
 Housing



Owner

BANYAN GROVE RESIDENCES LTD
 506 Fleming St
 Key West FL 33040

Valuation

	2019	2018	2017	2016
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
= Just Market Value	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
= Total Assessed Value	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
MULTI FAMILY AFFORDABLE HOUSING (03AH)	106,075.00	Square Foot	0	0

Buildings

Building ID	5748	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3456	Foundation	
Finished Sq Ft	3240	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	348	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	3,240	3,240	348
OPF	OP PRCH FIN LL	108	0	62
OUF	OP PRCH FIN UL	108	0	62
TOTAL		3,456	3,240	472

Building ID	5751			Exterior Walls	CUSTOM
Style				Year Built	2013
Building Type	APTS-B / 03B			EffectiveYearBuilt	2013
Gross Sq Ft	3456			Foundation	
Finished Sq Ft	3240			Roof Type	
Stories	2 Floor			Roof Coverage	
Condition	GOOD			Flooring Type	
Perimeter	348			Heating Type	
Functional Obs	0			Bedrooms	0
Economic Obs	0			Full Bathrooms	8
Depreciation %	8			Half Bathrooms	0
Interior Walls				Grade	350
				Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area	Perimeter	
FLA	FLOOR LIV AREA	3,240	3,240	348	
OPF	OP PRCH FIN LL	108	0	62	
OUF	OP PRCH FIN UL	108	0	62	
TOTAL		3,456	3,240	472	

Building ID	5755			Exterior Walls	CUSTOM
Style				Year Built	2013
Building Type	APTS-B / 03B			EffectiveYearBuilt	2013
Gross Sq Ft	3456			Foundation	
Finished Sq Ft	3240			Roof Type	
Stories	2 Floor			Roof Coverage	
Condition	GOOD			Flooring Type	
Perimeter	348			Heating Type	
Functional Obs	0			Bedrooms	0
Economic Obs	0			Full Bathrooms	8
Depreciation %	8			Half Bathrooms	0
Interior Walls				Grade	350
				Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area	Perimeter	
FLA	FLOOR LIV AREA	3,240	3,240	348	
OPF	OP PRCH FIN LL	108	0	62	
OUF	OP PRCH FIN UL	108	0	62	
TOTAL		3,456	3,240	472	

Building ID	5756			Exterior Walls	CUSTOM
Style				Year Built	2013
Building Type	APTS-B / 03B			EffectiveYearBuilt	2013
Gross Sq Ft	3456			Foundation	
Finished Sq Ft	3240			Roof Type	
Stories	2 Floor			Roof Coverage	
Condition	GOOD			Flooring Type	
Perimeter	348			Heating Type	
Functional Obs	0			Bedrooms	0
Economic Obs	0			Full Bathrooms	8
Depreciation %	8			Half Bathrooms	0
Interior Walls				Grade	350
				Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area	Perimeter	
FLA	FLOOR LIV AREA	3,240	3,240	348	
OPF	OP PRCH FIN LL	108	0	62	
OUF	OP PRCH FIN UL	108	0	62	
TOTAL		3,456	3,240	472	

Building ID	5759			Exterior Walls	CUSTOM
Style				Year Built	2013
Building Type	APTS-B / 03B			EffectiveYearBuilt	2013
Gross Sq Ft	3456			Foundation	
Finished Sq Ft	3240			Roof Type	
Stories	2 Floor			Roof Coverage	
Condition	GOOD			Flooring Type	
Perimeter	348			Heating Type	
Functional Obs	0			Bedrooms	0
Economic Obs	0			Full Bathrooms	8
Depreciation %	8			Half Bathrooms	0
Interior Walls				Grade	350
				Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area	Perimeter	
FLA	FLOOR LIV AREA	3,240	3,240	348	
OPF	OP PRCH FIN LL	108	0	62	
OUF	OP PRCH FIN UL	108	0	62	
TOTAL		3,456	3,240	472	

Building ID	5760			Exterior Walls	CUSTOM
Style				Year Built	2013
Building Type	APTS-B / 03B			EffectiveYearBuilt	2013
Gross Sq Ft	3456			Foundation	
Finished Sq Ft	3240			Roof Type	
Stories	2 Floor			Roof Coverage	
Condition	GOOD			Flooring Type	
Perimeter	348			Heating Type	
Functional Obs	0			Bedrooms	0
Economic Obs	0			Full Bathrooms	8
Depreciation %	8			Half Bathrooms	0
Interior Walls				Grade	350
				Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area	Perimeter	
FLA	FLOOR LIV AREA	3,240	3,240	348	
OPF	OP PRCH FIN LL	108	0	62	
OUF	OP PRCH FIN UL	108	0	62	
TOTAL		3,456	3,240	472	

Building ID	5761			Exterior Walls	CUSTOM
Style				Year Built	2013
Building Type	APTS-B / 03B			EffectiveYearBuilt	2013
Gross Sq Ft	3996			Foundation	
Finished Sq Ft	3780			Roof Type	
Stories	2 Floor			Roof Coverage	
Condition	GOOD			Flooring Type	
Perimeter	388			Heating Type	
Functional Obs	0			Bedrooms	0
Economic Obs	0			Full Bathrooms	8
Depreciation %	8			Half Bathrooms	0
Interior Walls				Grade	350
				Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area	Perimeter	
FLA	FLOOR LIV AREA	3,780	3,780	388	
OPF	OP PRCH FIN LL	108	0	62	
OUF	OP PRCH FIN UL	108	0	62	
TOTAL		3,996	3,780	512	

Building ID	5767			Exterior Walls	CUSTOM
Style				Year Built	2013
Building Type	APTS-B / 03B			EffectiveYearBuilt	2013
Gross Sq Ft	3996			Foundation	
Finished Sq Ft	3780			Roof Type	
Stories	2 Floor			Roof Coverage	
Condition	GOOD			Flooring Type	
Perimeter	388			Heating Type	
Functional Obs	0			Bedrooms	0
Economic Obs	0			Full Bathrooms	8
Depreciation %	8			Half Bathrooms	0
Interior Walls				Grade	350
				Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area	Perimeter	
FLA	FLOOR LIV AREA	3,780	3,780	388	
OPF	OP PRCH FIN LL	108	0	62	
OUF	OP PRCH FIN UL	108	0	62	
TOTAL		3,996	3,780	512	

Building ID	5768			Exterior Walls	CUSTOM
Style				Year Built	2013
Building Type	APTS-B / 03B			EffectiveYearBuilt	2013
Gross Sq Ft	3996			Foundation	
Finished Sq Ft	3780			Roof Type	
Stories	2 Floor			Roof Coverage	
Condition	GOOD			Flooring Type	
Perimeter	388			Heating Type	
Functional Obs	0			Bedrooms	0
Economic Obs	0			Full Bathrooms	8
Depreciation %	8			Half Bathrooms	0
Interior Walls				Grade	350
				Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area	Perimeter	
FLA	FLOOR LIV AREA	3,780	3,780	388	
OPF	OP PRCH FIN LL	108	0	62	
OUF	OP PRCH FIN UL	108	0	62	

TOTAL	3,996	3,780	512
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Building ID	5774	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3996	Foundation	
Finished Sq Ft	3780	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	388	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area
FLA	FLOOR LIV AREA	3,780	3,780
OPF	OP PRCH FIN LL	108	0
OUF	OP PRCH FIN UL	108	0
TOTAL		3,996	3,780

Building ID	5776	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3996	Foundation	
Finished Sq Ft	3780	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	388	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area
FLA	FLOOR LIV AREA	3,780	3,780
OPF	OP PRCH FIN LL	108	0
OUF	OP PRCH FIN UL	108	0
TOTAL		3,996	3,780

Building ID	5779	Exterior Walls	CUSTOM
Style		Year Built	2013
Building Type	APTS-B / 03B	EffectiveYearBuilt	2013
Gross Sq Ft	3996	Foundation	
Finished Sq Ft	3780	Roof Type	
Stories	2 Floor	Roof Coverage	
Condition	GOOD	Flooring Type	
Perimeter	388	Heating Type	
Functional Obs	0	Bedrooms	0
Economic Obs	0	Full Bathrooms	8
Depreciation %	8	Half Bathrooms	0
Interior Walls		Grade	350
		Number of Fire Pl	0
Code	Description	Sketch Area	Finished Area
FLA	FLOOR LIV AREA	3,780	3,780
OPF	OP PRCH FIN LL	108	0
OUF	OP PRCH FIN UL	108	0
TOTAL		3,996	3,780

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
ASPHALT PAVING	2013	2014	1	24840 SF	2
UTILITY BLDG	2013	2014	1	270 SF	3
DET CABANA	2013	2014	1	400 SF	3
WROUGHT IRON	2013	2014	1	4320 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
12/13/2012	\$1,000,000	Warranty Deed		2605	972	30 - Unqualified	Improved
11/10/2011	\$0	Warranty Deed		2542	1861	11 - Unqualified	Improved
2/1/1981	\$575,000	Warranty Deed		825	1471	Q - Qualified	Improved

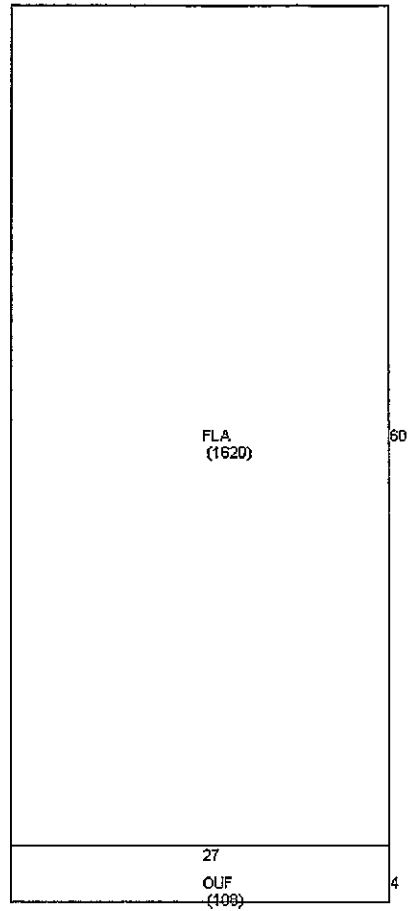
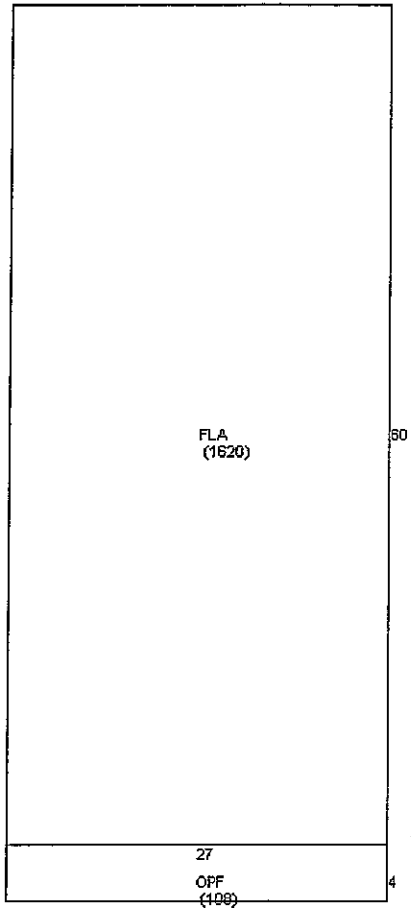
Permits

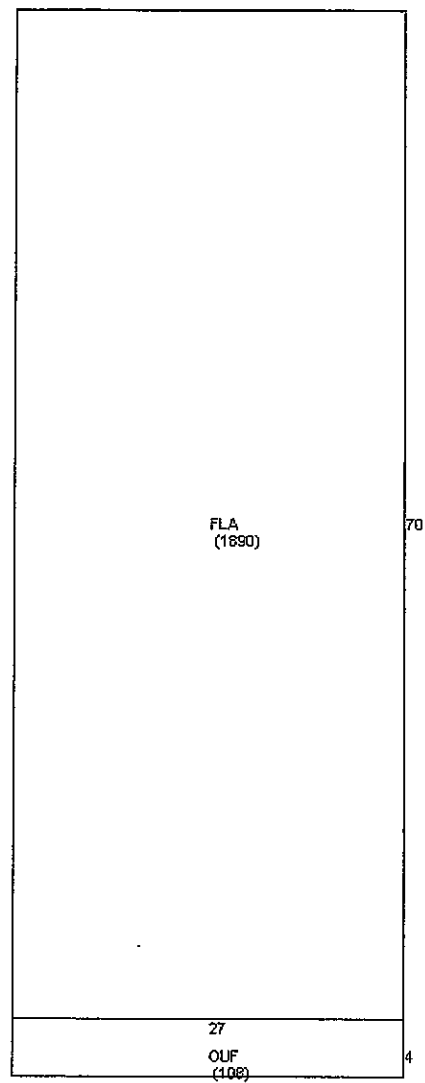
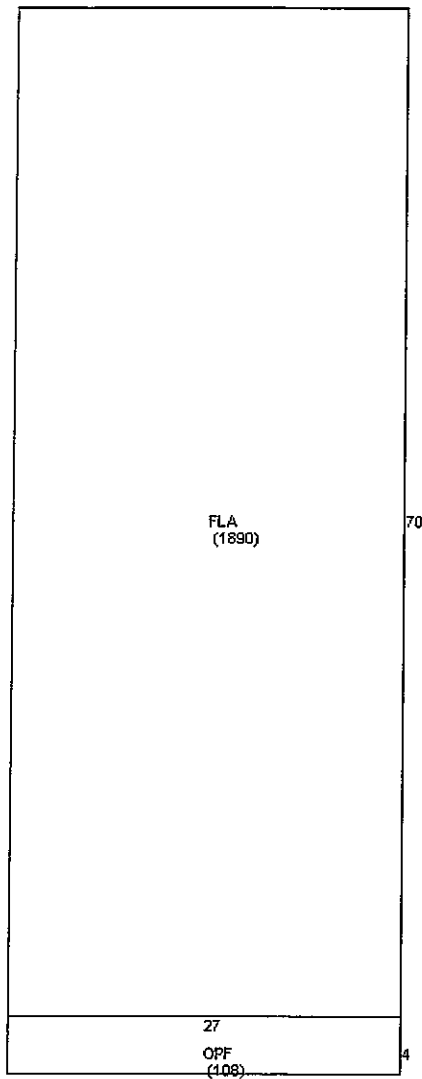
Number ⬆	Date Issued ⬆	Date Completed ⬆	Amount ⬆	Permit Type ⬆	Notes ⬆
16106428	9/1/2016		\$5,100	Commercial	INSTALL 140 SF OF PAVING/DRIVEWAY/SIDEWALK
13102911	8/15/2013		\$1,000	Commercial	HURRICANE SHUTTERS
12104469	12/27/2012		\$2,872,927	Commercial	INSTALL ALL INFRASTRCTURE FONDATION,FENCING,MAINTANCE SHED,PAVILION TRASH BIN CAR WASH, ECT
12104497	12/27/2012		\$545,209	Commercial	CONSTRUCT MULTI FAMILY 2BDR FOUR PLEX
12104498	12/27/2012		\$545,209	Commercial	CONSTRUCT MUTI FAMILY 2BDR FOUR PLEX
12104499	12/27/2012		\$545,209	Commercial	CONSTRUCT MULTI FAMILY 2BDR FOUR PLEX
12104501	12/27/2012		\$545,209	Commercial	CONSTRUCT MULTI FAMILY 2BDR FOUR PLEX
12104503	12/27/2012		\$545,209	Commercial	CONSTRUCT MULTI FAMILY 2BDR FOUR PLEX
12104504	12/27/2012		\$520,209	Commercial	CONSTRUCT MULTI FAMILY 2BDR FOUR PLEX
12104505	12/27/2012		\$550,761	Commercial	CONSTRUCT MUTI FAMILY 3BDR FOUR PLEX. 934SF LIVING AREA EACH UNIT WITH 54 SF PORCHES EACH. BLDG HAS 2244SF ROOF
12104506	12/27/2012		\$550,761	Commercial	CONSTRUCT MUTI FAMILY 3BDR FOUR PLEX
12104507	12/27/2012		\$550,761	Commercial	CONSTRUCT MUTI-FAMILY 3BDR FOUR PLEX
12104509	12/27/2012		\$550,761	Commercial	CONSTRUCT MULTI FAMILY 3BDR FOUR PLEX
12104510	12/27/2012		\$550,761	Commercial	CONSTRUCT MUTI FAMILY 3BDR FOUR PLEX
12104508	2/27/2012		\$550,761	Commercial	CONSTRUCT MUTI FAMILY 3BDR FOUR PLEX
07103718	8/29/2007	12/27/2007	\$3,800	Commercial	Const trailer
06102261	4/27/2006	12/29/2006	\$5,000	Commercial	TEMP CONSTRUCTION FENCING
01/2590	7/11/2001	8/21/2001	\$8,000	Commercial	DEMO 4 MOBILES

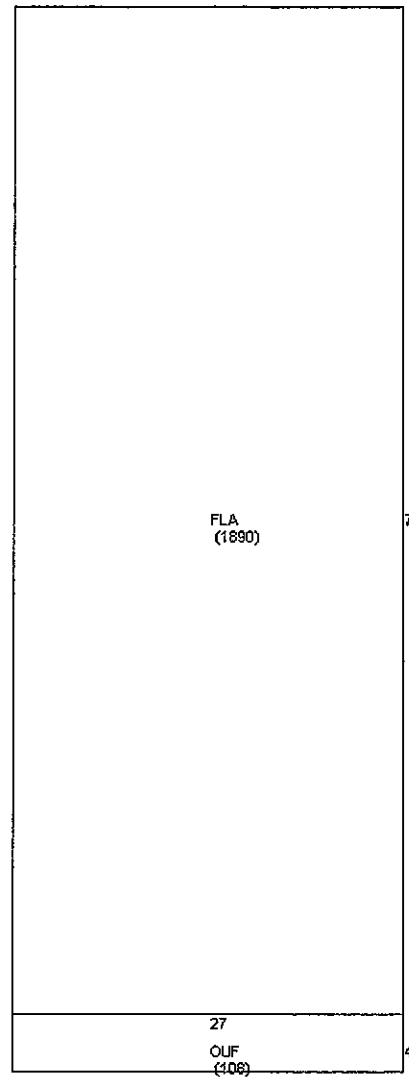
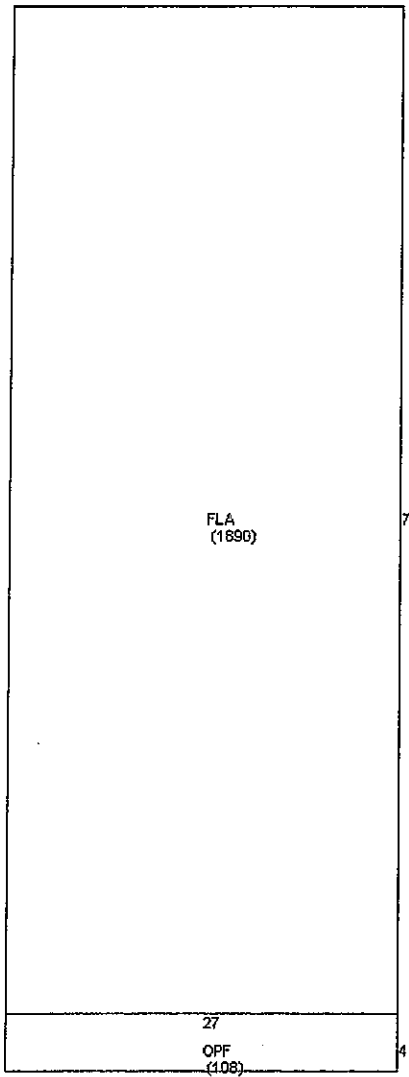
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Sketches (click to enlarge)





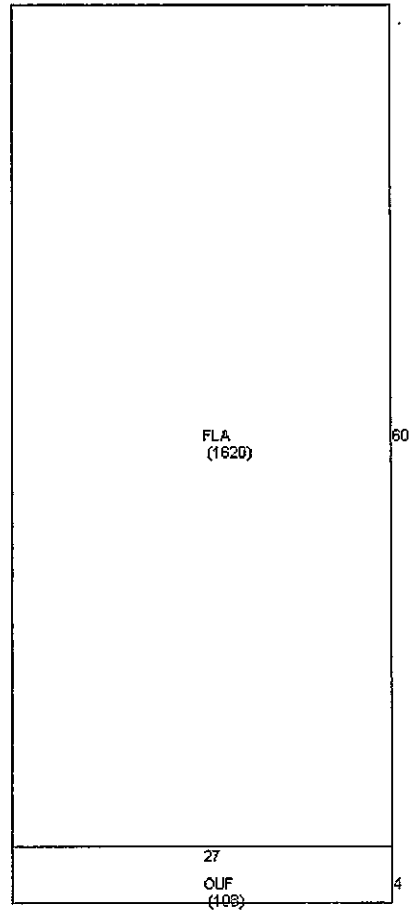
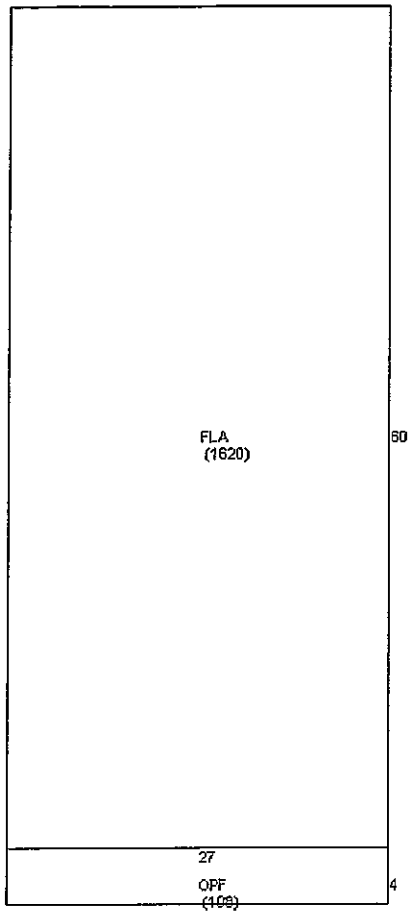


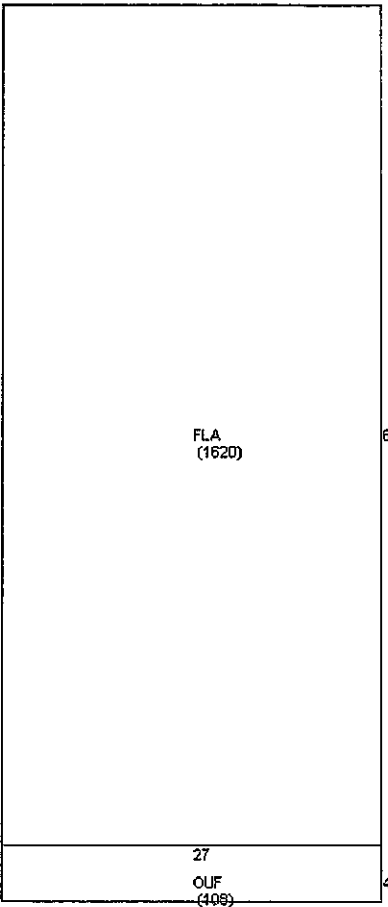
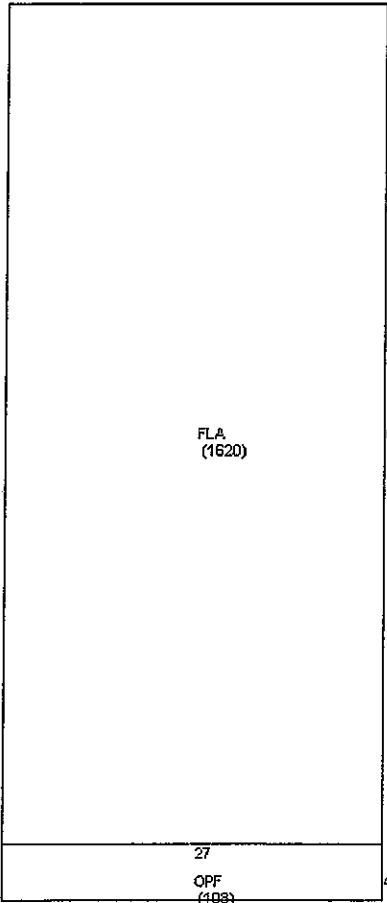
FLA (1890)		70
27	OPF (106)	4

FLA (1890)		70
27	OUF (106)	4

FLA (1620)		60
27 OFF (108)		4

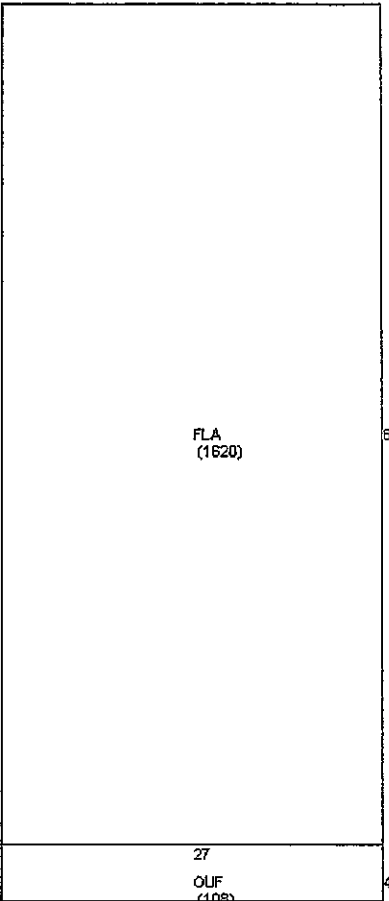
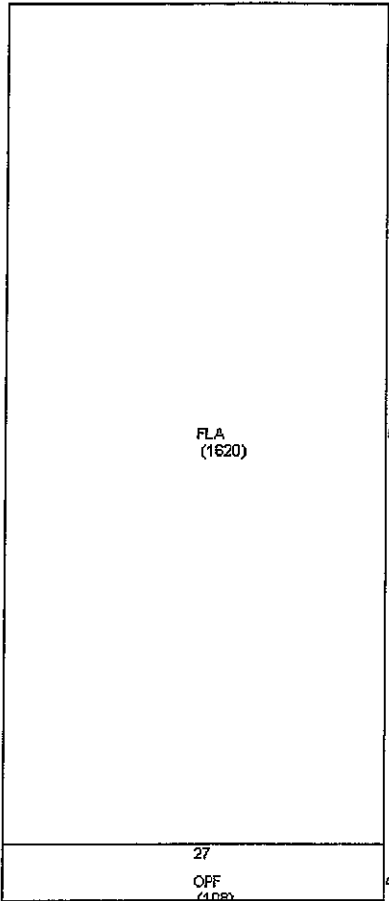
FLA (1620)		60
27 OUF (108)		4





FLA (1620)		60
27 OPF (108)		4

FLA (1620)		60
27 OUF (108)		4

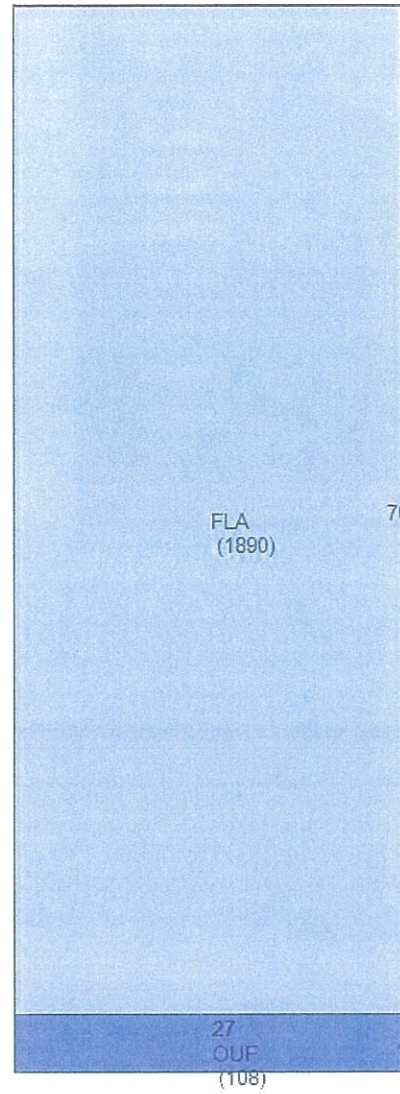
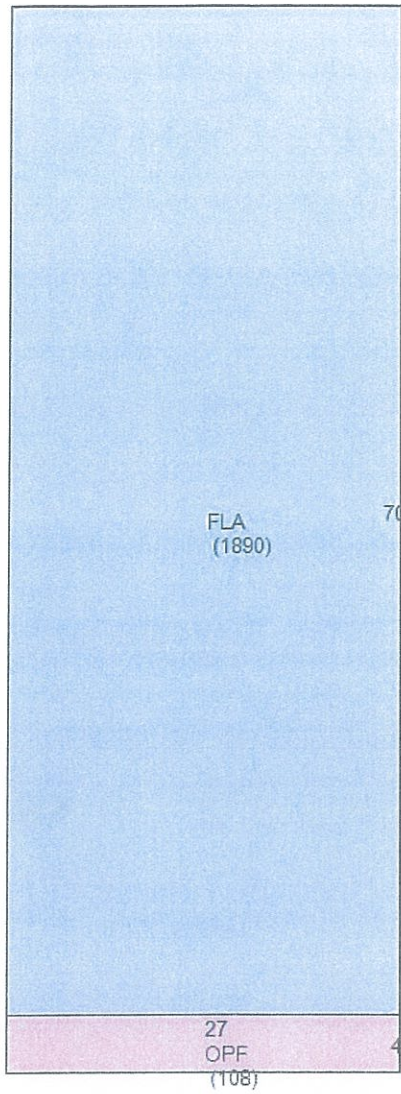


FLA (1890)		70
27 OPF (108)		4

FLA (1890)		70
27 OUF (108)		4

FLA (1890)		70
27 OPF (108)		4

FLA (1890)		70
27 OUF (108)		4



Photos



Map



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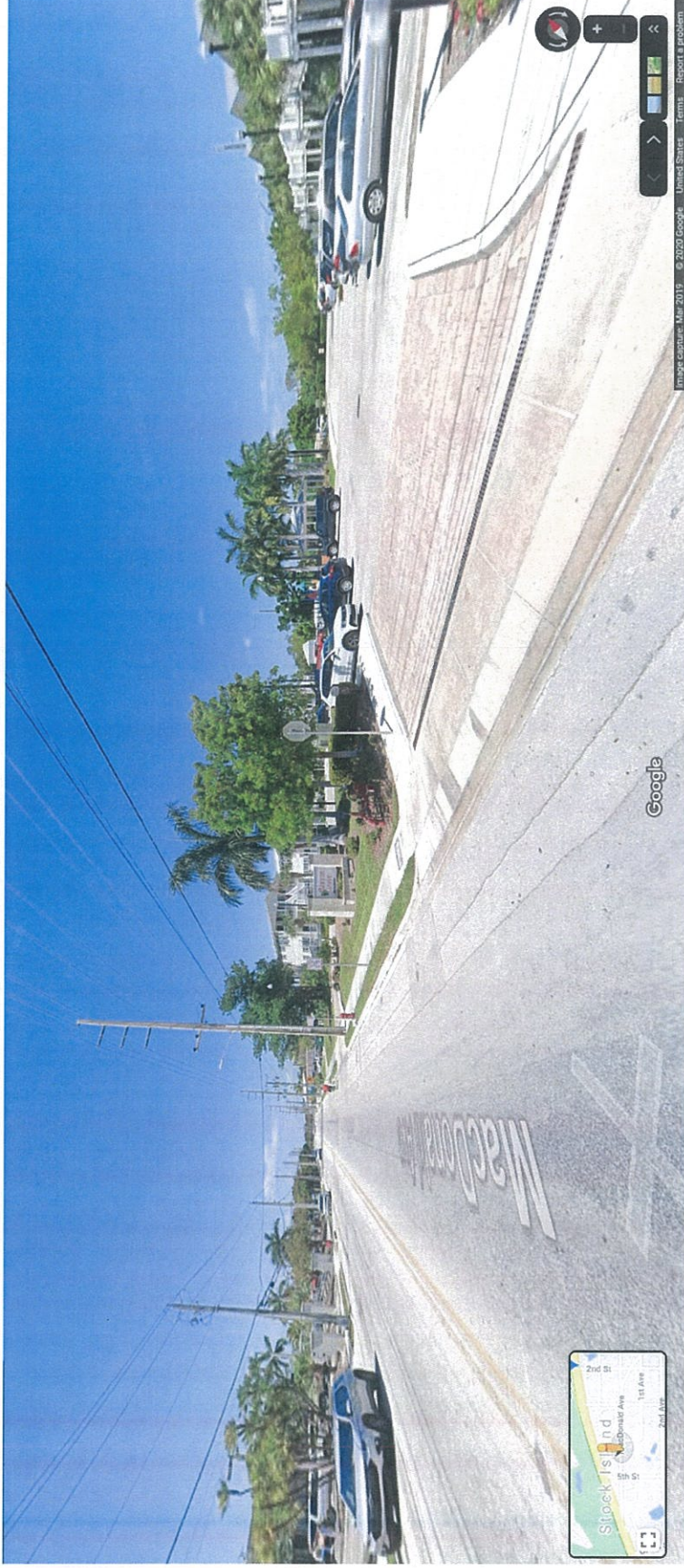


Location map
- Banyan Grove Residence



6000 Peninsular Avenue, Stock Island, Florida 33040

T



Banyan Grove Residences, Ltd., 5455 MacDonald Avenue, Stock Island, FL 33040



Banyan Grove Residences, Ltd., 5455 MacDonald Avenue, Stock Island, FL 33040

ABBREVIATIONS:

A	ALTERNATE
B	BENCH MARK
C	CADASTRAL
D	DEED
E	ELECTRIC
F	FIELD
G	GRADING
H	HIGHWAY
I	IRON
J	JOB
K	KITCHEN
L	LAND
M	MEASURED
N	NORTH
O	ORIGINAL
P	PAVED
Q	QUANTITY
R	RECORD
S	SECTION
T	TOWN
U	UTILITY
V	VOLUME
W	WATER
X	EXHIBIT
Y	YIELD
Z	ZONING

DATE OF WORK	1-1-16-2018
DATE OF PLAN	1-1-17-2018
DATE OF FIELD	1-1-20-2018
DATE OF RECORD	02-01-2020

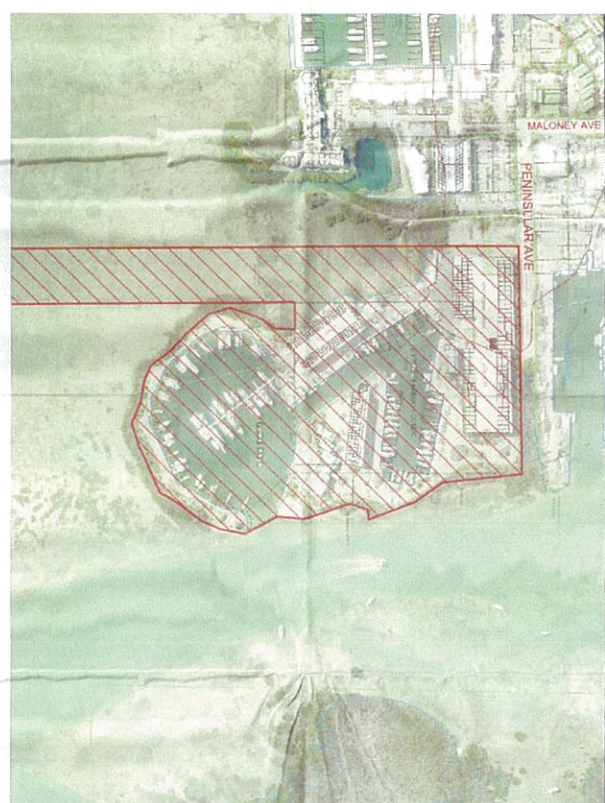
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DATE OF PLAN	1-1-17-2018
DATE OF FIELD	1-1-20-2018
DATE OF RECORD	02-01-2020

MONROE COUNTY SURVEYING & MAPPING, INC.
SURVEYORS & MAPPERS, CIVIL ENGINEERS
A DIVISION OF ZURWELLE-WHITTAKER, INC. (EST. 1966)
3142 NORTH DUNN DRIVE, SUITE 100, WEST PALM BEACH, FL 33411
PH: (561) 833-4688 OR (561) 233-0466 FAX: (561) 351-4688
WWW.MCSURV.COM

SURVEYORS NOTES:

1. LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES AS KNOWN ADJACENT TO THE PROPERTY WERE NOT RECORDED AS SUCH INFORMATION WAS NOT REQUESTED.
2. PUBLIC RECORDS HAS BEEN MADE BY THE OFFICE FOR ACCURACY AND ON DISCREPANCIES.
3. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
4. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
5. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
6. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
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8. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
9. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
10. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
11. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
12. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
13. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
14. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
15. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
16. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
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18. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
19. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.
20. THE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENTS AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNPAID PARTY.

LOCATION MAP (N.T.S.)



SYMBOL LEGEND:

- 1. LIGHT POLE
- 2. WOOD POLE
- 3. ELECTRIC BOX
- 4. TRAFFIC SIGNAL BOX
- 5. TRAFFIC SIGNAL
- 6. FIRE HYDRANT
- 7. HYDRAULIC SIGNAL
- 8. WATER METER
- 9. WATER VALVE
- 10. TRAFFIC FLOOR
- 11. CENTER LINE
- 12. MONUMENT LINE
- 13. DIAMETER

BENCHMARK INFORMATION:

BENCHMARK	1.00
DATE OF BENCHMARK	1-1-16-2018
DATE OF PLAN	1-1-17-2018
DATE OF FIELD	1-1-20-2018
DATE OF RECORD	02-01-2020

MONROE COUNTY SURVEYING & MAPPING, INC.
SURVEYORS & MAPPERS, CIVIL ENGINEERS
A DIVISION OF ZURWELLE-WHITTAKER, INC. (EST. 1966)
3142 NORTH DUNN DRIVE, SUITE 100, WEST PALM BEACH, FL 33411
PH: (561) 833-4688 OR (561) 233-0466 FAX: (561) 351-4688
WWW.MCSURV.COM

6000 PENINSULAR AVENUE
KEY WEST, FL 33040

STATE OF FLORIDA
JULY 1, 2018

SCALE
1"=40'

REVISIONS
02-03-2020
DWG
REVISED
EAM

SURVEYORS CERTIFICATE:
I, the undersigned, being a duly licensed Surveyor in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records.

RECEIVED
MAY 03 2020
2020-04-7

RECEIVED
MAY 03 2020
2020-04-7

RECEIVED
MAY 03 2020
2020-04-7



PROJECT:
6000 PENINSULAR AVENUE
KEY WEST, FL 33040

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND
MAPPER NO. 155755

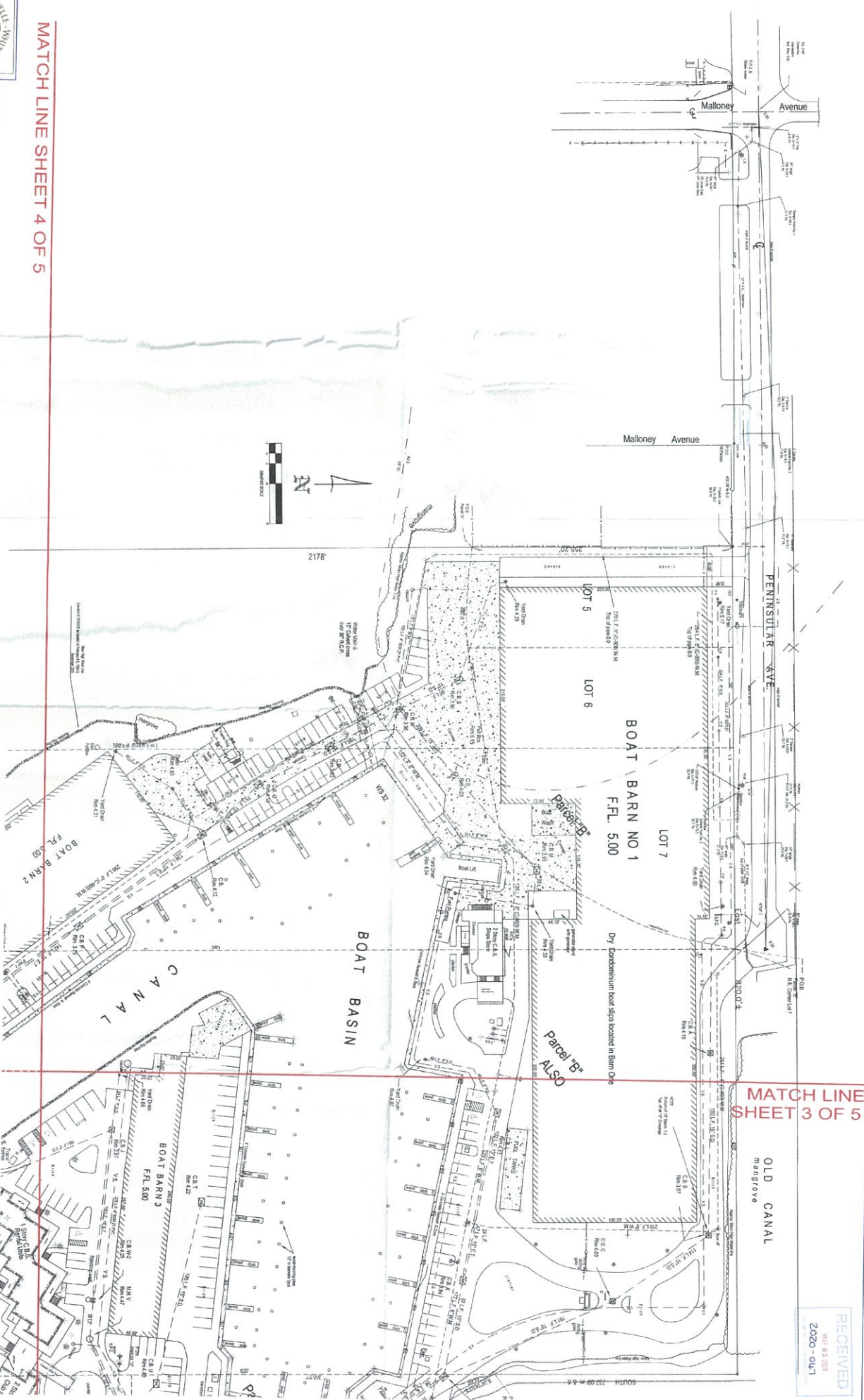
JOB NO. N/A	DRAWN: DR
FIELD BOOK: J.C CAREAGA	REVISED: EAM
SCALE:	SHEET NO.

REVISIONS

SURVEYOR'S CERTIFICATE

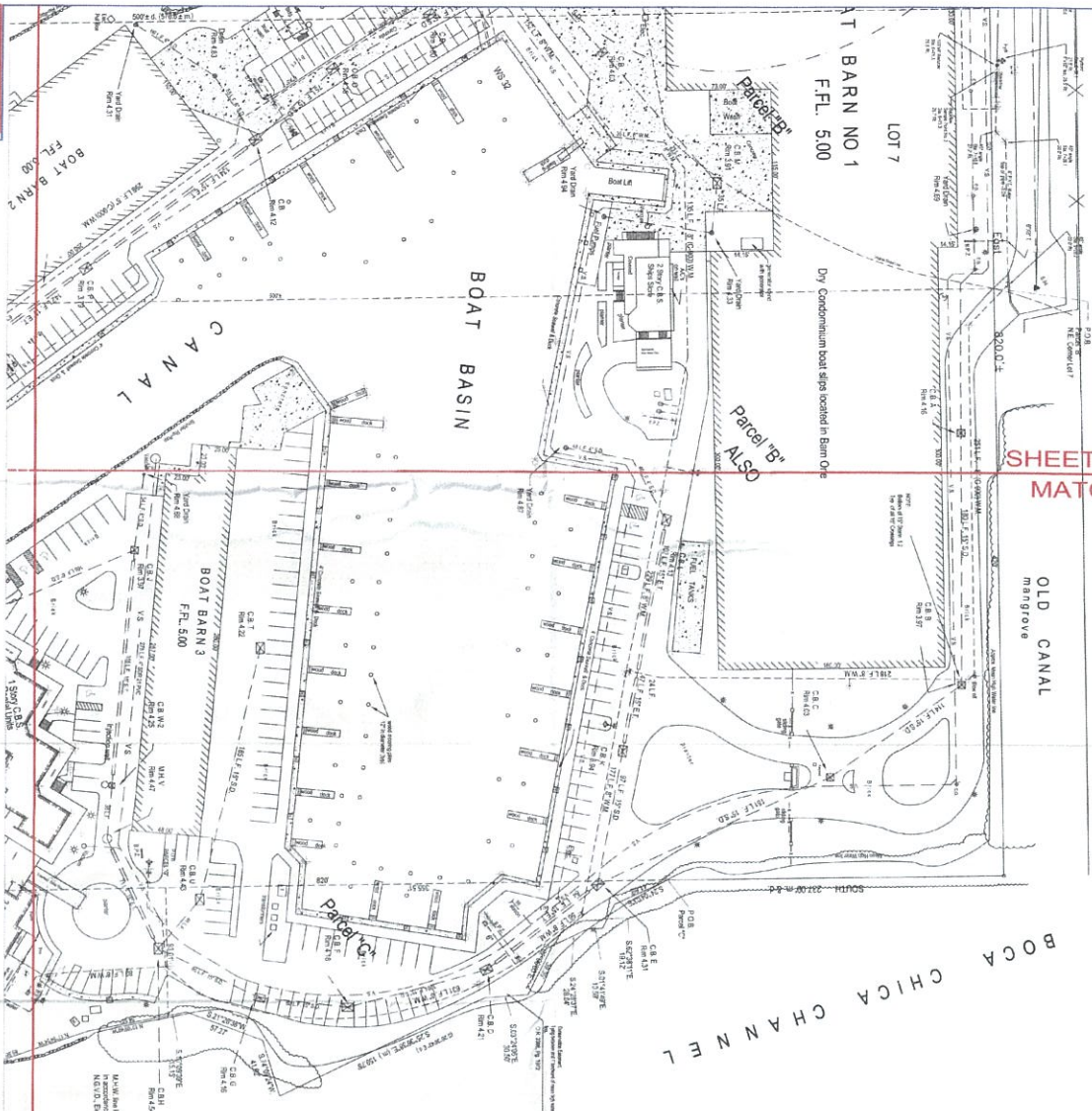
"MY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY CERTIFY THAT I MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL ACCOUNTANTS, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.007. ALSO THAT THERE ARE NO OTHER DISCLOSURES REQUIRED BY THE BOARD.

MATCH LINE SHEET 4 OF 5



MATCH LINE
SHEET 3 OF 5

RECEIVED
MAR 03 2020
2020-047



SHEET 2 OF 5
MATCH LINE

MATCH LINE SHEET 4 OF 5



MONROE COUNTY SURVEYING & MAPPING, INC.
SURVEYORS & MAPPERS, CIVIL ENGINEERS
A DIVISION OF RIVELLE-WHITTAKER, INC. (EST. 1976)
3142 MONROE BLVD., SUITE 200, TAMPA, FL 33609
PH: (813) 241-4008 OR (813) 283-0466 FAX: (813) 531-4488
WWW.RWMC.COM
MEMBER: FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

PROJECT:
6000 PENINSULAR AVENUE
KEY WEST, FL 33040

EDDIE A. MARTINEZ
PROFESSIONAL SURVEYOR AND
STATE OF FLORIDA

JOB NO. N/A
FIELD BOOK J.C. CABRERA
SCALE 1"=40'
SHEET NO. 3 OF 5

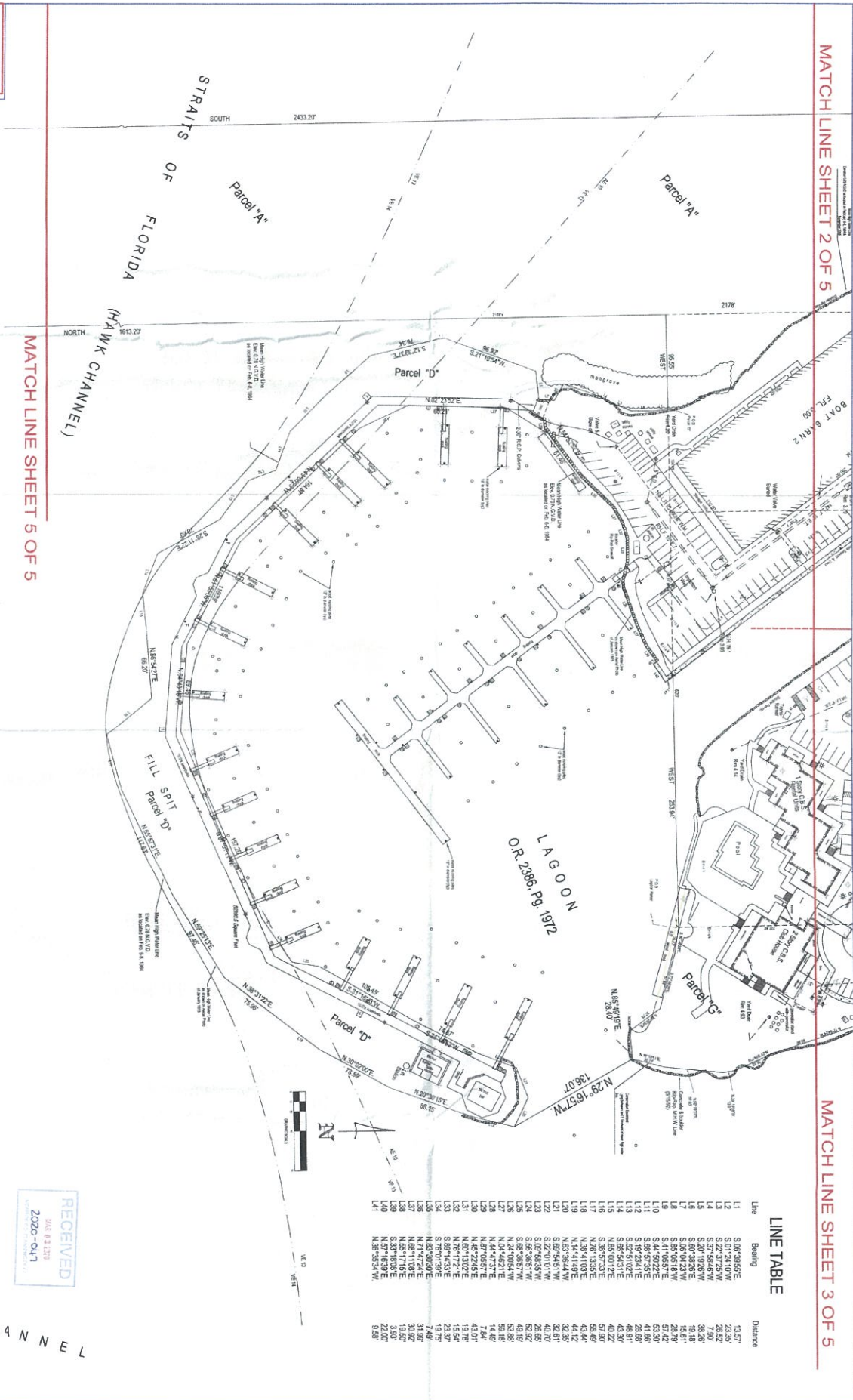
DRAWN: DKE
REVISIONS:

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. I CERTIFY THAT THE SURVEY WAS PREPARED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 349, F.S., AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. I CERTIFY THAT THE SURVEY WAS PREPARED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 349, F.S., AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

RECEIVED
JUL 03 2020
2020 - 04.1

MATCH LINE SHEET 2 OF 5

MATCH LINE SHEET 3 OF 5



LINE TABLE

Line	Bearing	Distance
L1	S 08°56'55"E	13.87
L2	S 22°34'14"W	23.35
L3	S 22°37'25"W	26.82
L4	S 37°58'46"W	7.80
L5	S 01°18'26"W	19.28
L6	S 08°05'18"W	28.79
L7	S 08°04'23"W	16.81
L8	S 44°59'22"E	53.35
L9	S 08°57'35"E	41.86
L10	S 19°23'41"E	28.89
L11	S 68°54'31"E	43.30
L12	S 68°00'12"E	40.22
L13	S 38°57'33"E	57.90
L14	N 38°41'03"E	43.44
L15	N 14°41'49"E	44.12
L16	N 63°58'44"W	32.35
L17	S 22°01'01"W	42.51
L18	S 09°58'35"W	26.65
L19	S 68°58'51"W	52.82
L20	N 04°46'21"E	53.18
L21	N 44°47'37"E	14.49
L22	N 45°05'27"E	43.44
L23	N 67°13'02"E	19.78
L24	S 69°17'21"E	15.54
L25	S 69°17'21"E	15.54
L26	N 83°30'00"E	31.89
L27	N 71°42'24"E	31.89
L28	N 55°17'05"E	19.60
L29	S 33°18'08"E	3.80
L30	N 57°16'39"E	22.00
L31	N 35°35'34"W	9.88

MONROE COUNTY SURVEYING & MAPPING, INC.
SURVEYORS & MAPPERS, CIVIL ENGINEERS
 A DIVISION OF ZURVELLE-WHITTAKER, INC. (EST. 1926)
 3102 NORTHEAST DRIVE 201 WEST, FL 33067
 MIAMI, FL 33137
 (305) 551-1100
 WWW.MCSURV.COM

PROJECT:
6000 PENINSULAR AVENUE
KEY WEST, FL 33040

DATE: 01/11/2020
BY: J. J. JONES
FOR: MONROE COUNTY
SCALE: 1"=40'
SHEET NO.: 5 OF 5

REVISIONS:
 1. REVISION 1: 01/11/2020
 2. REVISION 2: 01/11/2020
 3. REVISION 3: 01/11/2020

SURVEYORS CERTIFICATE:
 I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS. I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA. I HAVE REVIEWED THE SURVEY AND HAVE FOUND IT TO BE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS. I HAVE REVIEWED THE SURVEY AND HAVE FOUND IT TO BE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS. I HAVE REVIEWED THE SURVEY AND HAVE FOUND IT TO BE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS.



ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCity&Zip	Country
1	00127471-000267	1018 TRUMAN LLC			Powder Springs, GA 30127	
2	00127471-000254	3 G'S KEYS LLC			Fort Myers, FL 33908	
3	00125950-000100	6003 PENINSULA LLC			Key West, FL 33040	
4	00127440-001200	AMBUSH HOOK LINE AND SINKER LLC			Jupiter, FL 33458	
5	00127420-000627	ANN ANN			Key West, FL 33040	
6	00127430-000107	APKW HOLDINGS LLC			Chesterstown, MD 21620	
7	00127420-000628	APPELLIS MICHEL			Key West, FL 33040	
8	00127471-000104	ASPINWALL FAMILY TR AG 5/18/2011			Fort Myers, FL 33908	
9	00127471-000177	ASPINWALL GARY			Fort Myers, FL 33919	
10	00127420-000685	BACKWALL PARTNERS LLC			Tampa, FL 33629	
11	00125860-000000	BACLE MONICA			Key West, FL 33040	
12	00127471-000159	BAILEY PROPERTIES LLC			Lehigh Acres, FL 33971	
13	00126200-000400	BARBER BERENICE			Key West, FL 33040	
14	00127420-000669	BARRETT PAUL			Key West, FL 33040	
15	00127440-001600	BARTON JR DONALD J			Key West, FL 33045	
16	00126200-000300	BEAM DAVID J			Key West, FL 33040	
17	00127420-000679	BENEDETTO GEORGE			Key West, FL 33040	
18	00127440-000500	BENEDETTO GEORGE M			Key West, FL 33040	
19	00127420-000674	BENNETT GLENN			Jefferson, LA 70121	
20	00127420-000670	BENNETT RICHARD B REV TRUST 05/09/2001			Moorestown, NJ 08057	
21	00127471-000248	BEVERIDGE MARK RICHARD			Hickory, NC 28602	
22	00127420-000640	BIRMINGHAM IRONWORKS INC			Key West, FL 33040	
23	00126200-001400	BLANCO LIANA M			Vermillion, OH 44089	
24	00127420-000643	BLUE WATER OE LLC			Key West, FL 33040	
25	00127440-001000	BLUEWATER INVESTMENT LP			Emporia, KS 66801	
26	00125990-000000	BOWEN ALFRED			Lake Worth, FL 33462	
27	00127430-000204	BOYD JOHN L			Key West, FL 33040	
28	00127420-000692	C SERVICE LLC			Oregonia, OH 45054	
29	00127420-000694	CALYPSO WATER SPORTS AND CHARTERS			Atlanta, GA 30327	
30	00127420-000693	CALYPSO WATER SPORTS AND CHARTERS INC			Key Largo, FL 33037	
31	00127420-000675	CARDENAS DEBORAH H/W			Key Largo, FL 33037	
32	00126200-001300	CASTRO RICARDO F			Key West, FL 33040	
33	00127420-000659	CAYO HUESO INVESTMENTS LNC			Key West, FL 33040	
34	00127440-003100	CHEYENNE HOLDINGS LIMITED PARTNERSHIP			Key West, FL 33040	
35	00127420-000688	COLLINS J FRED			Saint Petersburg, FL 33704	
36	00127420-000603	CONKLIN REID			Stamford, CT 06902	
37	00127471-000130	COOPER DIANE			Key West, FL 33040	
38	00127471-000264	CORBITT JOHN D			Key West, FL 33040	
39	00127420-000623	COTTIS JOHN DEC TRUST 5/28/2008			Atlantis, FL 33462	
40	00127420-000676	CVS OF SE MISSOURI PROFIT SHARING PLAN			Sugarloaf, FL 33042	
41	00127430-000106	DASHER TED			Mesquite, NV 89027	
42	00127440-004600	DBGB REVOCABLE LIVING TRUST			Birmingham, AL 35222	
43	00127420-000645	DBGB REVOCABLE LIVING TRUST 7/10/2000			Hilo, HI 96720	
44	00127471-000119	DELPHFISHING MEDIA INC			Hilo, HI 96720	
45	00127420-000604	DEMANNEY ROY			Sumnerland Key, FL 33042	
46	00127420-000678	DEMAURO KIMBERLY CURRY			Palmetto, FL 34221	
47	00127420-000687	DUKE JOHN O REV TRUST 10/11/2013			Sumnerland Key, FL 33042	
48	00127420-000680	EDEA ANTONIO OF FLORIDA LLC			Sumnerland Key, FL 33042	
49	00127471-000216	EG ENTERPRISES LLC			Metairie, LA 70005	
50	00127420-000657	ENVECORE LLC			Fort Myers, FL 33908	
51	00127471-000265	FINSTROM JON K			Wilmington, DE 19801	
52	00127440-002400	FLEMING ENTERPRISES LLC			Fort Myers, FL 33901	
53	00127420-000707	FOLEY WALTER AND KAY TRUST 4/16/07			Little Rock, AR 72223	
54	00126200-001500	FOURNIER ROXANN			Crockett, TX 75835	
55	00127440-002300	FOWLER CHARLES			Key West, FL 33040	
56	00127471-000183	FOWLER CONNIE L			Plantation, FL 33317	
57	00127420-000667	FREE SALLY A			Key West, FL 33040	
58	00127430-000209	FRENCH SCOTT			Cape Coral, FL 33914	
59	00127420-000683	FUGARI AIR LLC			ELIZABETH BAY, NSW 2011 SW 2011	

Canyon, TX 79015

60	00127430-000109	GARRITANO ANTHONY	5960 Peninsular Ave	Key West, FL 33040
61	00127420-000635	GAYNOR RICHARD G	2320 Druisilla Ln	Baton Rouge, LA 70809
62	00127430-000201	GIBBS JON M	703 Greens Ave	Winter Park, FL 32789
63	00123680-000000	GULFIDE MARINA CORP	7685 NW 12th St	Miami, FL 33126
64	00127420-000673	HARLOW JAMES MYRON DECLARATION TRUST 12/7/2001	16657 Holly Ln	Summerland Key, FL 33042
65	00127471-000260	HAYMAKER JAMES	326 Whitehead St	Key West, FL 33040
66	00127420-000613	HENDERSON ROBIN M	PO Box 2515	Key West, FL 33045
67	00127471-000268	HOLMES PETER F	12 Wildwood Ln	Scarborough, ME 04074
68	00127430-000206	HUB FLORIDA LLC	2673 Solomons Island Rd	Edgewater, MD 21037
69	00127471-000204	HURST WAYDE	7 Park Meadows Dr	Fairfield, OH 45024
70	00127471-000292	HURST BASIL J	246 McCausley Rd	Hubert, NC 28539
71	00127471-000174	HURST BASIL J	5960 Peninsular Ave	Key West, FL 33040
72	00127430-000105	JACQUES GARY L REVOCABLE TRUST 6/7/2006	812 Meadow Ln	South Hutchinson, KS 67505
73	00127471-000294	JONES LLC	1023 Johnson St	Key West, FL 33040
74	00127420-000621	KEY WEST 2016 LLC	200 Spectrum Center Dr	Irvine, CA 92618
75	00127474-000128	KEY WEST 80 LLC	26640 Edgewood Rd	Excelsior, MN 55331
76	00127420-000647	KEYSTER LLC	12003 NW 112th Ave	Alachua, FL 32615
77	00126200-001100	KIMBALL EDWARD ANDREW	PO Box 1762	Key West, FL 33041
78	00127430-000205	KWG PROPERTIES LLC	505 Wellington Way	Lexington, KY 40503
79	00127430-000202	LAMB BARBARA H REV TRUST 06/29/1983	832 97th Ave N	Naples, FL 34108
80	00126200-000100	LAYNE JUDITH	6900 Maloney Ave	Key West, FL 33040
81	00127420-000630	LEE JAMES A	12924 Crooked Lake Ln NW	Coon Rapids, MN 55448
82	00127420-000650	LOW KEY CHARTER SERVICES INC	6800 Maloney Ave	Key West, FL 33040
83	00127440-000100	LUKOWSKI JUDITH ANN	2200 NW 24th St	Gainesville, FL 32605
84	00127440-000300	LUKOWSKI JUDITH ANN	4701 NE 40th Ter	Key West, FL 33045
85	00127420-000658	MAGGIO LEONA J	PO Box 2147	Auburn, ME 04211
86	00127471-000171	MANAGEMENT CONTROLS LLC	PO Box 2058	Summerland Key, FL 33042
87	00127440-003800	MARLIN INTEGRATED CAPITAL III LLC	C/O MCCANN MICHELLE CPA	Key West, FL 33040
88	00127420-000681	MARY B REAL ESTATE LLC	3802 Eagle Ave	Seabrook, NH 03873
89	00127420-000648	MCCARTHY CHRISTOPHER	PO Box 249	Key West, FL 33040
90	00127440-001800	MCKENDRY BRIAN T REVOCABLE LIVING TRUST 3/31/2016	80 Palm Dr	New Orleans, LA 70115
91	00127420-000644	MCSWEEN MIKE	1422 Harmony St	Durham, NH 03824
92	00127430-000210	MICK CAROL L	PO Box 763	Morehead City, NC 28557
93	00127430-000103	MILES GAY C	404 Sandfiddler Ct	Key West, FL 33040
94	00127440-005200	MONTAGUE JUDITH	37 B 9th Ave	Saint Petersburg, FL 33704
95	00127420-000684	MOREAN WILLIAM D LIVING TRUST 4/7/81 AND REST 11/3/93	2201 4th St N	KEY WEST, FL 33040
96	00127420-000606	MORGAN HUGH J	404 SOUTH ST	Westfield, IN 46074
97	00127471-000118	MY BOY CLYDE LLC	15859 Little Eagle Creek Ave	Summerland Key, FL 33042
98	00127420-000666	NASET PROPERTIES LLC	20717 6th Ave W	Towson, MD 21204
99	00127471-000179	NEUBERGER REINE AMEN AND RESTATE INTER VIVOS DEC TR	502 Washington Ave	Key West, FL 33040
100	00126200-001200	NIX CATHERINE	6900 Maloney Ave	Naples, FL 34108
101	00126200-001700	NODAL ALLISON	C/O SILVERLEAF ADVISORS LLC, TRUSTEE	Key West, FL 33040
102	00127430-000207	OCEANSIDE GRANTOR TRUST 5/30/2018	PO Box 787	Key West, FL 33040
103	00127471-000213	OYEME IV LLC	105 E St	Key West, FL 33041
104	00127420-000633	OYSTER POINT PROPERTIES LLC	95510 Overseas Hwy	Hampton, VA 23661
105	00127420-000677	PORTER POWELL DOUGLAS	3535 17th Ter	Key Largo, FL 33037
106	00127420-000642	POWELL LETSIA	1298 Isabel Dr	Key West, FL 33040
107	00127471-000296	RAISBECK DAVID W	1107 Key	Sanibel, FL 33957
108	00133760-000157	REHM JR ALFRED	2903 Falling Maple Dr NW	Key West, FL 33040
109	00127440-000600	RICHARDS DEAN ALLEN JR	C/O RICHARDS DEAN ALLEN JR TRUSTEE	Wilson, NC 27896
110	00127420-000672	RIVERO MELISSA A	6900 Maloney Ave	Wilmington, NC 28405
111	00126200-000200	ROGGERO HARRY J JR LIVING TRUST 10/1/2012	21 Parker Ave	Key West, FL 33040
112	00127420-000619	ROWLEY PATRICIA M	PO Box 125	Newport, RI 02840
113	00127420-000631	SALERNO ANTHONY L	114 Sinclair Dr	Austinburg, OH 44010
114	00127471-000122	SCHOEPKE CRAIG	7600 Landmark Way	Norton Shores, MI 49441
115	00127440-001900	SCHOEPKE CRAIG	29550 W Cahill Ct	Greenwood Village, CO 80111
116	00127430-000111	SEAFOR HOLDINGS LLC	610 Via Ravello	Big Pine Key, FL 33043
117	00127420-000651	SHATT J MURRAY	PO Box 420488	Irving, TX 75039
118	00127420-000682	SHEFFLER BARBARA K	2510 CHAGRIN RIVER Rd	Summerland Key, FL 33042
119	00127420-000615			Chagrin Falls, OH 44022

120	00127420-000646	SIMONDS ROBERT BRADLEY	17131 Seagrape Ln	Sugarloaf Key, FL 33042
121	00133760-000158	SIMS NANCY W	7760 SW 167th Ter	Palmetto Bay, FL 33157
122	00127420-000636	SMITH KEITH A	PO Box 1267	Sumas, WA 98295
123	00127420-000637	SMITH KEITH MD PROFITSHARING PLAN 1/1/1987	PO Box 1267	Sumas, WA 98295
124	00127471-000101	SPANISH FLY ENTERPRISES INC	1009 Niles Rd	Summerland Key, FL 33042
125	00127471-000180	SPELOS LOUIS G REV TRUST 01/13/2004	1417 Catherine St	Key West, FL 33040
126	00127477-000124	SPIROS JAMES D TRUST 2/22/2013	27 E Liberty Ln	Danville, IL 61832
127	00127420-000665	STARK JOHN TRUST AGREEMENT 12/15/1995	5940 Fall River Dr	New Port Richey, FL 34655
128	00127430-000101	STUURSMA ANN M	PO Box 202	Macatawa, MI 49434
129	00127440-001500	THE SERENOA GROUP LLC	1151 Industrial Rd	Port Saint Joe, FL 32456
130	00126200-000000	TORTUGA WEST HOMEOWNERS ASSOC	201 Front St	Key West, FL 33040
131	00126200-001800	TORTUGA WEST HOUSING LLC	210 Front St	Key West, FL 33040
132	00127460-000000	UNITED STATES OF AMERICA	C/O FEDERAL AVIATION ADMINISTRATION - US DEPT OF TRANSF 800 Independence SW Ave	Washington, DC 20591
133	00121840-000000	USA DEPARTMENT OF FISH AND WILDLIFE	1875 Century Blvd NE	Atlanta, GA 30345
134	00127420-000690	WALLY WORLD PROPERTIES LLC	C/O MCCANN MICHELLE	Sugarloaf Key, FL 33042
135	00127420-000671	WALTERS CHARLES D	525 Du Pont Ln	Key West, FL 33040
136	00127430-000104	WANG ANN	5960 Peninsular Ave	Hickory, NC 28602
137	00127420-000668	WARD MICHAEL	5967 Gordon Rd	Labelle, FL 33935
138	00125950-000000	WELLS KENNETH G	311 Caloosa Estates Dr	Summerland Key, FL 33042
139	00127440-001100	WERLING JR WARREN	PO Box 420152	Key West, FL 33040
140	00127440-000200	WHITEHEAD BRIAN J	49 Sunset Key Dr	Livingston, TX 77399
141	00127420-000622	WILKES GEORGE A REVOCABLE TRUST 10/27/2004	143 Rainbow Dr	

1018 TRUMAN LLC
PO Box 856
Powder Springs, GA 30127

3 G'S KEYS LLC
8541 Belle Meade Dr
Fort Myers, FL 33908

6003 PENINSULA LLC
224 Key Haven Rd
Key West, FL 33040

AMBUSH HOOK LINE AND SINKER LLC
5600 Pennock Point Rd
Jupiter, FL 33458

ANN ANN
137 Simonton St
Key West, FL 33040

APKW HOLDINGS LLC
PO Box 450
Chestertown, MD 21620

APPELLIS MICHEL
1414 Newton St
Key West, FL 33040

ASPINWALL FAMILY TR AG 5/18/2011
316 Nautilus Ct
Fort Myers, FL 33908

ASPINWALL GARY
5823 Riverside Ln
Fort Myers, FL 33919

BACKWALL PARTNERS LLC
3605 S Beach Dr
Tampa, FL 33629

BACLE MONICA
15 Amaryllis Dr
Key West, FL 33040

BAILEY PROPERTIES LLC
5601 2nd St W
Lehigh Acres, FL 33971

BARBER BERENICE
6900 Maloney Ave
Key West, FL 33040

BARRETT PAUL
PO Box 5888
Key West, FL 33045

BARTON JR DONALD J
1502 United St
Key West, FL 33040

BEAM DAVID J
6900 Maloney Ave
Key West, FL 33040

BENEDETTO GEORGE M
4421 Jefferson Hwy
Jefferson, LA 70121

BENEDETTO GEORGE
4421 Jefferson Hwy
Jefferson, LA 70121

BENNETT GLENN
350 Park Dr
Moorestown, NJ 08057

BENNETT RICHARD B REV TRUST 05/09/2
5967 Gordon Rd
Hickory, NC 28602

BEVERIDGE MARK RICHARD
425 Caroline St
Key West, FL 33040

BIRMINGHAM IRONWORKS INC
9107 Cherry Rd
Vermilion, OH 44089

BLANCO LIANA M
6900 Maloney Ave
Key West, FL 33040

BLUE WATER OE LLC
702 Commercial St
Emporia, KS 66801

BLUEWATER INVESTMENT LP
142 John F Kennedy Dr
Lake Worth, FL 33462

BOWEN ALFRED
815 Peacock
Key West, FL 33040

BOYD JOHN L
6781 Olive Branch Rd
Oregonia, OH 45054

C SERVICE LLC
3410 Ridgewood Rd NW
Atlanta, GA 30327

CALYPSO WATER SPORTS AND CHARTER
257 Atlantic Blvd
Key Largo, FL 33037

CALYPSO WATER SPORTS AND CHARTER
257 Atlantic Blvd
Key Largo, FL 33037

CARDENAS DEBORAH H/W
809 Fleming St
Key West, FL 33040

CASTRO RICARDO F
6900 Maloney Ave
Key West, FL 33040

CAYO HUESO INVESTMENTS LNC
6511 Maloney Ave
Key West, FL 33040

CHEYENNE HOLDINGS LIMITED PARTNEI
2201 4th St N
Saint Petersburg, FL 33704

COLLINS J FRED
63 Dolphin Cove Quay
Stamford, CT 06902

CONKLIN REID
3314 Northside Dr
Key West, FL 33040

COOPER DIANE
1108 Truman Ave
Key West, FL 33040

CORBITT JOHN D
142 John F Kennedy Dr
Atlantis, FL 33462

COTTIS JOHN DEC TRUST 5/28/2008
17258 Dolphin St
Sugarloaf, FL 33042

CVS OF SE MISSOURI PROFIT SHARING
662 Paloma Cir
Mesquite, NV 89027

DASHER TED
4300 10th Ave S
Birmingham, AL 35222

DBGB REVOCABLE LIVING TRUST 7/10/
C/O BERRYHILL DONALD J AND GLENN
26 Hina St
Hilo, HI 96720

DBGB REVOCABLE LIVING TRUST
C/O BERRYHILL GLENNA TRUSTEE
26 Hina St
Hilo, HI 96720

DELPHFISHING MEDIA INC
183 Venetian Way
Summerland Key, FL 33042

DEMANNEY ROY
804 25th Ave W
Palmetto, FL 34221

DEMAURO KIMBERTLY CURRY
17195 Kingfish Ln W
Summerland Key, FL 33042

DUKE JOHN O REV TRUST 10/11/2013
28555 Jolly Roger Dr
Summerland Key, FL 33042

EDEA ANTONIO OF FLORIDA LLC
14 Nassau Dr
Metairie, LA 70005

EG ENTERPRISES LLC
6758 Danah Ct
Fort Myers, FL 33908

ENVECORE LLC
108 13TH St
Wilmington, DE 19801

FINSTROM JON K
3949 Evans Ave
Fort Myers, FL 33901

FLEMING ENTERPRISES LLC
16101 La Grande Dr
Little Rock, AR 72223

FOLEY WALTER AND KAY TRUST 4/16/07
875 W Loop 304
Crockett, TX 75835

FOURNIER ROXANN
6900 Maloney Ave
Key West, FL 33040

FOWLER CHARLES
7251 NW 6th St
Plantation, FL 33317

FOWLER CONNIE L
1716 South St
Key West, FL 33040

FREE SALLY A
136 SW 58th St
Cape Coral, FL 33914

FRENCH SCOTT
7B-20-22 ONSLOW AVE
ELIZABETH BAY, NSW 2011 SW 2011

FUGARI AIR LLC
PO Box 958
Canyon, TX 79015

GARRITANO ANTHONY
5960 Peninsular Ave
Key West, FL 33040

GAYNOR RICHARD G
2320 Drusilla Ln
Baton Rouge, LA 70809

GIBBS JON M
703 Greens Ave
Winter Park, FL 32789

GULFSIDE MARINA CORP
7685 NW 12th St
Miami, FL 33126

HARLOW JAMES MYRON DEC TR 12/7/20
16657 Holly Ln
Summerland Key, FL 33042

HARLOW JAMES MYRON DECLARATION
16657 Holly Ln
Summerland Key, FL 33042

HAYMAKER JAMES
326 Whitehead St
Key West, FL 33040

HENDERSON ROBIN M
PO Box 2515
Key West, FL 33045

HOLMES PETER F
12 Wildwood Ln
Scarborough, ME 04074

HUB FLORIDA LLC
2673 Solomons Island Rd
Edgewater, MD 21037

HUNKER WAYDE
7 Park Meadows Dr
Fairfield, OH 45014

HURST BASIL J
246 McCausley Rd
Hubert, NC 28539

HURST BASIL J
5960 Peninsular Ave
Key West, FL 33040

JACQUES GARY L REVOCABLE TRUST 6
812 Meadow Ln
South Hutchinson, KS 67505

JONES LLC
1023 Johnson St
Key West, FL 33040

KEY WEST 2016 LLC
200 Spectrum Center Dr
Irvine, CA 92618

KEY WEST 80 LLC
26640 Edgewood Rd
Excelsior, MN 55331

KEYSTER LLC
12003 NW 112th Ave
Alachua, FL 32615

KIMBALL EDWARD ANDREW
PO Box 1762
Key West, FL 33041

KWG PROPERTIES LLC
505 Wellington Way
Lexington, KY 40503

LAMB BARBARA H REV TRUST 06/29/198
832 97th Ave N
Naples, FL 34108

LAYNE JUDITH
6900 Maloney Ave
Key West, FL 33040

LEE JAMES A
12924 Crooked Lake Ln NW
Coon Rapids, MN 55448

LOW KEY CHARTER SERVICES INC
6800 Maloney Ave
Key West, FL 33040

LUKOWSKI JUDITH ANN
2200 NW 24th St
Gainesville, FL 32605

LUKOWSKI JUDITH ANN
4701 NE 40th Ter
Gainesville, FL 32609

MAGGIO LEONA J
PO Box 2147
Key West, FL 33045

MANAGEMENT CONTROLS LLC
PO Box 2058
Auburn, ME 04211

MARLIN INTEGRATED CAPITAL III LLC
180 Sugarloaf Dr
Summerland Key, FL 33042

MARLIN INTEGRATED CAPITAL III LLC
C/O MCCANN MICHELLE CPA
180 Sugarloaf Dr
Summerland Key, FL 33042

MARY B REAL ESTATE LLC
3802 Eagle Ave
Key West, FL 33040

MARY B REAL ESTATE LLC
3802 EAGLE AVE
KEY WEST, FL 33040

MCCARTHY CHRISTOPHER
PO Box 249
Seabrook, NH 03873

MCKENDRY BRIAN T REVOCABLE LI
80 Palm Dr
Key West, FL 33040

MCSWEEN MIKE
1422 Harmony St
New Orleans, LA 70115

MICK CAROL L
PO Box 763
Durham, NH 03824

MILES GAY C
404 Sandfiddler Ct
Morehead City, NC 28557

MONTAGUE JUDITH
32 B 9th Ave
Key West, FL 33040

MOREAN WILLIAM D LIVING TRUST 4/7/81
2201 4th St N
Saint Petersburg, FL 33704

MOREAN WILLIAM D LV TR 4/7/81 AND
2201 4th St N
Saint Petersburg, FL 33704

MORGAN HUGH J
404 SOUTH ST
KEY WEST, FL 33040

MY BOY CLYDE LLC
15859 Little Eagle Creek Ave
Westfield, IN 46074

NASET PROPERTIES LLC
20717 6th Ave W
Summerland Key, FL 33042

NEUBERGER RENE AMEN AND RESTATI
502 Washington Ave
Towson, MD 21204

NIX CATHERINE
6900 Maloney Ave
Key West, FL 33040

NODAL ALLISON
6900 Maloney Ave
Key West, FL 33040

OCEANSIDE GRANTOR TRUST 5/30/2018
C/O SILVERLEAF ADVISORS LLC, TRUST
9115 STRADA PL #5407
Naples, FL 34108

OYEME IV LLC
PO Box 787
Key West, FL 33041

OYSTER POINT PROPERTIES LLC
105 E St
Hampton, VA 23661

PORTER POWELL DOUGLAS
95510 Overseas Hwy
Key Largo, FL 33037

POWELL LETISIA
3535 17th Ter
Key West, FL 33040

RAISBECK DAVID W
1298 Isabel Dr
Sanibel, FL 33957

RAY JEREMY
1107 Key
Key West, FL 33040

REHM JR ALFRED F
2903 Falling Maple Dr NW
Wilson, NC 27896

RICHARDS DEAN ALLEN JR AND SIDWEL
C/O RICHARDS DEAN ALLEN JR TRUSTE
1719 Pembroke Jones Dr
Wilmington, NC 28405

RIVERO MELISSA A
6900 Maloney Ave
Key West, FL 33040

ROGGERO HARRY J JR LIVING TRUST 10
21 Parker Ave
Newport, RI 02840

ROWLEY PATRICIA M
PO Box 125
Austinburg, OH 44010

ROWLEY PATRICIA
PO Box 125
Austinburg, OH 44010

SALERNO ANTHONY L
114 Sinclair Dr
Norton Shores, MI 49441

SCHOEPKE CRAIG A
29550 W Cahill Ct
Big Pine Key, FL 33043

SCHOEPKE CRAIG
7600 Landmark Way
Greenwood Village, CO 80111

SEAFOUR HOLDINGS LLC
610 Via Ravello
Irving, TX 75039

SH MARINAS 6000 LLC
506 Fleming St
Key West, FL 33040

SHATT J MURRAY
PO Box 420488
Summerland Key, FL 33042

SHEFFLER BARBARA K
2510 CHAGRIN RIVER Rd
Chagrin Falls, OH 44022

SIMONDS ROBERT BRADLEY
17131 Seagrape Ln
Sugarloaf Key, FL 33042

SIMS NANCY W
7760 SW 167th Ter
Palmetto Bay, FL 33157

SMITH KEITH A
PO Box 1267
Sumas, WA 98295

SMITH KEITH MD PROFITSHARING PLA
PO Box 1267
Sumas, WA 98295

SPANISH FLY ENTERPRISES INC
1009 Niles Rd
Summerland Key, FL 33042

SPELIOS LOUIS G REV TRUST 01/13/200
1417 Catherine St
Key West, FL 33040

SPIROS JAMES D TRUST 2/22/2013
27 E Liberty Ln
Danville, IL 61832

STARK JOHN TRUST AGREEMENT 12/15/
5940 Fall River Dr
New Port Richey, FL 34655

STUURSMA ANN M
PO Box 202
Macatawa, MI 49434

THE SERENOA GROUP LLC
1151 Industrial Rd
Port Saint Joe, FL 32456

TORTUGA WEST HOMEOWNERS ASSOC
201 Front St
Key West, FL 33040

TORTUGA WEST HOUSING LLC
201 Front St
Key West, FL 33040

TORTUGA WEST HOUSING LLC
210 Front St
Key West, FL 33040

UNITED STATES OF AMERICA
C/O FEDERAL AVIATION ADMINISTRATIO
800 Independence SW Ave
Washington, DC 20591

USA DEPARTMENT OF FISH AND WILDLI
1875 Century Blvd NE
Atlanta, GA 30345

WALLY WORLD PROPERTIES LLC
C/O MCCANN MICHELLE
180 Sugarloaf Dr
Sugarloaf Key, FL 33042

WALTERS CHARLES D
525 Du Pont Ln
Key West, FL 33040

WANG ANN
5960 Peninsular Ave
Key West, FL 33040

WARD MICHAEL
5967 Gordon Rd
Hickory, NC 28602

WELLS KENNETH G
311 Caloosa Estates Dr
Labelle, FL 33935

WERLING JR WARREN
PO Box 420152
Summerland Key, FL 33042

WHITEHEAD BRIAN J
49 Sunset Key Dr
Key West, FL 33040

WHITEHEAD BRIAN
49 Sunset Key Dr
Key West, FL 33040

WILKES GEORGE A REVOCABLE TRUST
143 Rainbow Dr
Livingston, TX 77399

	ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip	Country
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1	00124100-000112	23 CORAL WAY LLC	PO Box 2521			Key West, FL 33045	
2	00124100-000154	30 CORAL WAY LLC	3130 Northside Dr			Key West, FL 33040	
3	00124100-000118	35 CORAL WAY LLC	PO Box 2391			Key West, FL 33045	
4	00124090-000000	APUKA LLC	7710 Red River Rd			West Palm Beach, FL 33411	
5	00124100-000111	BAKALA ARTHUR	21 Coral Way			Key West, FL 33040	
6	00124100-000131	BARTEL CORRINE M	38 Coral Way			Key West, FL 33040	
7	00124100-000150	BEHMKE JOHN	PO Box 344			Key West, FL 33041	
8	00124100-000115	BEHMKE ROBERT D AND PAULA S REV TRUST 3/14/2003	201 Bonnie Way			Glen Ellen, CA 95442	
9	00124100-000148	BORN CAROLINE	2842 W Mallory Blvd			Jupiter, FL 33458	
10	00124100-000113	BURRUSS INVESTMENTS LLC	702 White St			Key West, FL 33040	
11	00072081-000182	CALDERON MARJORIE	23 Kingfisher Ln			Key West, FL 33040	
12	00124100-000130	CERKLESKI ROBERT F	38 KEY HAVEN Rd			KEY WEST, FL 33040	
13	00072081-003000	CITY OF KEY WEST FLORIDA	PO Box 1409			Key West, FL 33041	
14	00124100-000141	CLARK JR ROBERT L	10510 Moxley Rd			Damascus, MD 20872	
15	00072081-000206	COOK GWENDOLYN K	3720 E Thompson Rd			Indianapolis, IN 46237	
16	00124100-000000	CORAL HAMMOCK HOMEOWNERS ASSC INC	305 Whitehead St			Key West, FL 33040	
17	00124100-000134	CORAL HAMMOCK RENTAL 44-48 LLC	5752 2ND AVE			Key West, FL 33040	
18	00124100-000149	CORAL HAMMOCK RENTAL LLC	5750 2nd Ave			Key West, FL 33040	
19	00124100-000126	CORAL HAMMOCK RENTALS 51-56 LLC	5750 2nd Ave			Key West, FL 33040	
20	00072081-000210	CORR-POLONCIC MARY M	21805 N Ingram Ct			Maricopa, AZ 85138	
21	00125410-000000	DATAPATH VERTICAL BRIDGE	750 Park of Commerce Dr			Boca Raton, FL 33487	
22	00125380-000000	DE MARCO PIERGIORGIO DECLARATION OF TR 6/4/99	12824 Valewood Dr			Naples, FL 34119	
23	00124100-000129	DEY III JOSEPH S	60 Richard Sweet Dr			Woodbridge, CT 06525	
24	00072081-000198	DIAS BENNYLYNN EMBERNATE	34 Kingfisher Ln			Key West, FL 33040	
25	00124100-000142	DZEMIASHKEVICH VIKTORIYA	6 Coral Way			Key West, FL 33040	
26	00124100-000106	EMMA GROUP LLC	705 16th Ave			Belmar, NJ 07719	
27	00124100-000120	FAHEY BARBARA J	15 Allamanda Ter			Key West, FL 33040	
28	00124100-000128	FELLERS JUSTIN C	PO Box 572			Ledyard, CT 06339	
29	00124100-000145	FOGLE JR STEPHEN ALAN	1700 Bassett St			Denver, CO 80202	
30	00125420-000000	FUTURE INVESTMENTS OF KW LLC	PO Box 4801			Key West, FL 33041	
31	00124100-000135	G AND G CORAL HAMMOCK LLC	118 Caribbean Dr E			Summerland Key, FL 33042	
32	00072081-000195	HAGEL MICHAEL A	3229 42nd Ave S			Minneapolis, MN 55406	
33	00072081-000203	HAWKINS KATHY LYNN	18908 Saint Albert Dr			Brookeville, MD 20833	
34	00125380-000300	HENSON DEBORAH A	1415 Atlantic Blvd			Key West, FL 33040	
35	00125360-000000	HOLLAND MINI STORAGE LLC	PO Box 6002			Key West, FL 33041	
36	00124100-000152	JABOUR ROBERT S REV TR 1/04/2007	1719 Thompson St	1719 Thompson St		Key West, FL 33040	
37	00124100-000101	JABOUR ROBERT T REV TRUST 1/4/2007	C/O JABOUR ROBERT S TRUSTEE			Key West, FL 33040	
38	00124100-000108	JRI PROPERTY INVESTMENTS LLC	1155 N Carbonville Rd			Price, UT 84501	
39	00072081-000000	KEY WEST GOLF CLUB HOMEOWNERS ASSOCIATION INC	305 Whitehead St			Key West, FL 33040	
40	00125380-000200	KEY WEST PROPERTY HOLDING COMPANY LLC	PO Box 286			Warren, VT 05674	
41	00124990-000105	KEY WEST TRAILERS LLC	1000 Market St			Portsmouth, NH 03801	
42	00072081-000179	KINGDON DEVELOPMENT #2 INC	234 Jefferson St N			Watseka, IL 60970	
43	00072081-000181	KINGDON DEVELOPMENT 4	234 N Jefferson St			Watseka, IL 60970	
44	00072081-000180	KINGDON DEVELOPMENT NO 4 INC	234 Jefferson St N			Key West, FL 33040	
45	00072081-000185	KNIGHT CARY J	29 Kingfisher Ln			Naples, FL 34102	
46	00072081-000186	KOROGHLIAN KASSIA H/W	191 7th Ave N			Portsmouth, NH 03801	
47	00124990-000108	KWT LLC	1000 Market St			Key West, FL 33040	
48	00124100-000102	LACHLAN LLC	9 Jade Dr			Key West, FL 33041	
49	00124100-000139	LAKEWOOD ENTERPRISES INC	PO Box 344			Chester, VA 23831	
50	00124120-000000	LAND 10031 LLC	4900 W Hundred Rd			Cazenovia, NY 13035	
51	00072081-000208	LEWIS JOINT REV TR 4/5/2016	C/O LEWIS THOMAS A AND ROBERTA W TRUSTEES	31 Chenango St		Key West, FL 33040	
52	00124100-000124	LIBERATORE KASEY WILLIAMS	47 Coral Way				
53	00124100-000105	LINDSEY BROCK A	118 Stone Brook			Morgantown, WV 26508	

54	00124100-000146	LOME STEVEN TRUST	7549 N Oakley Ave	Chicago, IL 60645
55	00072081-000202	LONDON JILL	14661 Hillbrook Ln N	Chagrin Falls, OH 44022
56	00125390-000000	MAC STORAGE LLC	5580 1st Ave	Key West, FL 33040
57	00072081-000216	MARTIN KIMBERLY	50 Golf Club Dr	Key West, FL 33040
58	00072081-000200	MASON JONATHON	630 Barry Ave	Summerland Key, FL 33042
59	00072081-000213	MCDONALD FREDDIE D TRUST 2/6/2014	370302 E 5700 Rd	Terlton, OK 74081
60	00072081-000214	MCKERNAN COLLEEN M	400 Riverside Dr	Ormond Beach, FL 32176
61	00072081-000187	MCCHERRY DENISE L	4 Go Ln	Key West, FL 33040
62	00072081-000201	MELANSON ADAM P	28 Kingfisher Ln	Key West, FL 33040
63	00125350-000000	MONROE COUNTY	C/O FLAGLER VILLAGE LIMITED PARTNERSHIP LTD	Key West, FL 33040
64	00125360-000100	MONROE COUNTY	1100 SIMONTON ST	KEY WEST, FL 33040
65	00072081-000199	OPREY MAUREEN	32 Kingfisher Ln	Key West, FL 33040
66	00124100-000104	OTOKITI LINNETTA	7806 Fernleaf Dr	Orlando, FL 32836
67	00072081-000205	PARTNERS 6 LLC	20 Kingfisher Ln	Key West, FL 33040
68	00124100-000107	PIERCE BRIDGET	13 Coral Way	Key West, FL 33040
69	00124100-000110	QUINN ROBERT E	113 Wyckoff Ave	Key West, FL 33040
70	00124530-000000	R AND S OF KEY WEST INC	PO Box 6032	Manasquan, NJ 08736
71	00072081-000209	RADIOLOGY IN PARADISE LLC	40 Merganser Ln	Key West, FL 33041
72	00124940-000000	REFRESHMENT SERVICES INC	3400 Solar Ave	Key West, FL 33040
73	00124760-000000	RIESI PIZZA LLC	1025 Sandys Way	Springfield, IL 62707
74	00124100-000109	RILEY BRIAN	1014 GREENWILLOW Dr	Key West, FL 33040
75	00125380-000100	ROBERTS CHARLES F	5585 2nd Ave	ST MARYS, GA 31558
76	00072081-000196	ROYSE I/LINKE S	38 Kingfisher Ln	Key West, FL 33040
77	00072081-000188	SCHNABEL DIANA	2773 Lambay Ct	Key West, FL 33040
78	00072081-000215	SCHURTENBERGER WALTER	2 Kingfisher Ln	Cape Coral, FL 33991
79	00124100-000153	SCOTT RICHARD S	PO Box 1280	Key West, FL 33040
80	00124100-000133	SCROGGINS DONNA	18784 SE Jupiter River Dr	Shingletown, CA 96088
81	00124100-000103	SELLERS TARA L	5 Coral Way	Jupiter, FL 33458
82	00072081-000184	SHERIDAN KATHLEEN H/W	7 Blithe Ct	Key West, FL 33040
83	00124100-000144	SILVERKING RENTAL PROPERTIES LLC	1424 S Roosevelt Blvd	Valley Cottage, NY 10989
84	00072081-000189	SIMPSON NINA M	44 Kingfisher Ln	Key West, FL 33040
85	00072081-000207	SKIBA BLAIR	16 Kingfisher Ln	Key West, FL 33040
86	00124100-000138	SKINNER GEORGIANNA	52 Coral Way	Key West, FL 33040
87	00124990-000115	SLOANS LANDING LLC	201 Front St	Key West, FL 33040
88	00124350-000000	SMITH KIT CARSON LEE	PO Box 11	Key West, FL 33041
89	00124140-000100	SPOTTSWOOD PARTNERS INC	500 Fleming St	Key West, FL 33040
90	00072081-000197	STRAZZA STEVEN CHARLES	6 Boyd Ln	Riverside, CT 06878
91	00072081-000204	STRINGFIELD EDWIN L	22 Kingfisher Ln	Key West, FL 33040
92	00125440-000000	SUNSET PARTY CAT INC	6300 3rd St	Key West, FL 33040
93	00124100-000121	SVENNINGSEN ROY A	41 Coral Way	Key West, FL 33040
94	00124990-000116	SWIFT EDWIN O	201 Front St	Key West, FL 33040
95	00124100-000116	TEXEIRA DAVID ALFRED	3 Annarvillis Dr	Key West, FL 33040
96	00124100-000125	TINES JEANETTE R LIVING TR AGREE DTD 4/9/03	14647 Mallard Lake Dr	Chesterfield, MO 63017
97	00124100-000117	TOMITA JUDY A	17 Key Haven Ter	Key West, FL 33040
98	00124100-000114	TORRES LIVIA	27 Coral Way	Key West, FL 33040
99	00124100-000119	TRUJILLO DONALD E	3539 Eagle Ave	Key West, FL 33040
100	00124100-000143	TUFO RONALD	8 Coral Way	Key West, FL 33040
101	00124100-000127	TYCLAY LP	3908 Ryalwood Ct	Valrico, FL 33596
102	00124100-000132	VINTNER RESERVE LLC	449 Kiwanis Ave	Morgantown, WV 26505
103	00124100-000137	VOYTIK GARY J	2700 Westside Dr NW	Cleveland, TN 37312
104	00124100-000151	W.J.R.E.D. IN KEY WEST LLC	905 Truman Ave	Key West, FL 33040
105	00072081-000183	WEISS ANTON M	101 Front St	Key West, FL 33040
106	00072081-000190	WENZEL ELAINE S	530 Koch Rd	Linthicum Heights, MD 21090

23 CORAL WAY LLC
PO Box 2521
Key West, FL 33045

30 CORAL WAY LLC
3130 Northside Dr
Key West, FL 33040

35 CORAL WAY LLC
PO Box 2391
Key West, FL 33045

APUKA LLC
7710 Red River Rd
West Palm Beach, FL 33411

BAKALA ARTHUR
21 Coral Way
Key West, FL 33040

BANYAN GROVE RESIDENCES LTD
506 Fleming St
Key West, FL 33040

BARTEL CORRINE M
38 Coral Way
Key West, FL 33040

BEHMKE JOHN
PO Box 344
Key West, FL 33041

BEHMKE ROBERT D AND PAULA S REV
201 Bonnie Way
Glen Ellen, CA 95442

BOREN CAROLINE
2842 W Mallory Blvd
Jupiter, FL 33458

BURRUSS INVESTMENTS LLC
702 White St
Key West, FL 33040

CALDERON MARJORIE
23 Kingfisher Ln
Key West, FL 33040

CERKLESKI ROBERT F
38 KEY HAVEN Rd
KEY WEST, FL 33040

CITY OF KEY WEST FLORIDA
PO Box 1409
Key West, FL 33041

CITY OF KEY WEST
PO BOX 1409
KEY WEST, FL 33041

CITY OF KEY WEST
PO Box 1409
Key West, FL 33041

CLARK JR ROBERT L
10510 Moxley Rd
Damascus, MD 20872

COOK GWENDOLYN K
3720 E Thompson Rd
Indianapolis, IN 46237

CORAL HAMMOCK HOMEOWNERS ASSC
305 Whitehead St
Key West, FL 33040

CORAL HAMMOCK RENTAL 44-48 LLC
5752 2ND AVE
Key West, FL 33040

CORAL HAMMOCK RENTAL LLC
5750 2nd Ave
Key West, FL 33040

CORAL HAMMOCK RENTALS 51-56 LLC
5750 2nd Ave
Key West, FL 33040

CORR-POLONCIC MARY M
21805 N Ingram Ct
Maricopa, AZ 85138

DATAPATH VERTICAL BRIDGE
750 Park of Commerce Dr
Boca Raton, FL 33487

DE MARCO PIERGIORGIO DECLARATION
12824 Valewood Dr
Naples, FL 34119

DEY III JOSEPH S
60 Richard Sweet Dr
Woodbridge, CT 06525

DIAS BENNYLYNN EMBERNATE
34 Kingfisher Ln
Key West, FL 33040

DZEMIASHKEVICH VIKTORYIA
6 Coral Way
Key West, FL 33040

EMMA GROUP LLC
705 16th Ave
Belmar, NJ 07719

FAHEY BARBARA J
15 Allamanda Ter
Key West, FL 33040

FELLERS JUSTIN C
PO Box 572
Ledyard, CT 06339

FOGLE JR STEPHEN ALAN
1700 Bassett St
Denver, CO 80202

FUTURE INVESTMENTS OF KW LLC
PO Box 4801
Key West, FL 33041

G AND G CORAL HAMMOCK LLC
118 Caribbean Dr E
Summerland Key, FL 33042

HAGEL MICHAEL A
3229 42nd Ave S
Minneapolis, MN 55406

HAWKINS KATHY LYNN
18908 Saint Albert Dr
Brookeville, MD 20833

HENSON DEBORAH A
1415 Atlantic Blvd
Key West, FL 33040

HOLLAND MINI STORAGE LLC
PO Box 6002
Key West, FL 33041

JABOUR ROBERT S REV TR 1/04/2007
1719 Thompson St
Key West, FL 33040

JABOUR ROBERT T REV TRUST 1/4/2007
C/O JABOUR ROBERT S TRUSTEE
1719 Thompson St
Key West, FL 33040

JRJ PROPERTY INVESTMENTS LLC
1155 N Carbonville Rd
Price, UT 84501

KEY WEST GOLF CLUB HOMEOWNERS
305 Whitehead St
Key West, FL 33040

KEY WEST PROPERTY HOLDING COMP/
PO Box 286
Warren, VT 05674

KEY WEST TRAILERS LLC
1000 Market St
Portsmouth, NH 03801

KINGDON DEVELOPMENT #2 INC
234 Jefferson St N
Watseka, IL 60970

KINGDON DEVELOPMENT 4
234 N Jefferson St
Watseka, IL 60970

KINGDON DEVELOPMENT NO 4 INC
234 Jefferson St N
Watseka, IL 60970

KNIGHT CARY J
29 Kingfisher Ln
Key West, FL 33040

KOROGHLIAN KASSIA H/W
191 7th Ave N
Naples, FL 34102

KWT LLC
1000 Market St
Portsmouth, NH 03801

KWT LLC
1000 MARKET ST
PORTSMOUTH, NH 03801

LACHLAN LLC
9 Jade Dr
Key West, FL 33040

LAKEWOOD ENTERPRISES INC
PO Box 344
Key West, FL 33041

LAND 10031 LLC
4900 W Hundred Rd
Chester, VA 23831

LEWIS JOINT REV TR 4/5/2016
C/O LEWIS THOMAS A AND ROBERTA W
31 Chenango St
Cazenovia, NY 13035

LIBERATORE KASEY WILLIAMS
47 Coral Way
Key West, FL 33040

LINDSEY BROCK A
118 Stone Brook
Morgantown, WV 26508

LOME STEVEN TRUST
7549 N Oakley Ave
Chicago, IL 60645

LONDON JILL
14661 Hillbrook Ln N
Chagrin Falls, OH 44022

MAC STORAGE LLC
5580 1st Ave
Key West, FL 33040

MARTIN KIMBERLY
50 Golf Club Dr
Key West, FL 33040

MASON JONATHON
630 Barry Ave
Summerland Key, FL 33042

MCDONALD FREDDIE D TRUST 2/6/2014
370302 E 5700 Rd
Terlton, OK 74081

MCKERNAN COLLEEN M
400 Riverside Dr
Ormond Beach, FL 32176

MCSHERRY DENISE L
4 Go Ln
Key West, FL 33040

MELANSON ADAM P
28 Kingfisher Ln
Key West, FL 33040

MONROE COUNTY
1100 SIMONTON ST
KEY WEST, FL 33040

MONROE COUNTY
C/O FLAGLER VILLAGE LIMITED PARTNE
815 PEACOCK PLZ
Key West, FL 33040

OPREY MAUREEN
32 Kingfisher Ln
Key West, FL 33040

OTOKITI LINNETTA
7806 Fernleaf Dr
Orlando, FL 32836

PARTNERS 6 LLC
20 Kingfisher Ln
Key West, FL 33040

PIERCE BRIDGET
13 Coral Way
Key West, FL 33040

QUINN ROBERT E
113 Wyckoff Ave
Manasquan, NJ 08736

R AND S OF KEY WEST INC
PO Box 6032
Key West, FL 33041

RADIOLOGY IN PARADISE LLC
40 Merganser Ln
Key West, FL 33040

REFRESHMENT SERVICES INC
3400 Solar Ave
Springfield, IL 62707

RIESI PIZZA LLC
1025 Sandys Way
Key West, FL 33040

RILEY BRIAN
1014 GREENWILLOW Dr
ST MARYS, GA 31558

ROBERTS CHARLES F
5585 2nd Ave
Key West, FL 33040

ROYSE ILINKE S
38 Kingfisher Ln
Key West, FL 33040

SCHNABEL DIANA
2773 Lambay Ct
Cape Coral, FL 33991

SCHURTENBERGER WALTER
2 Kingfisher Ln
Key West, FL 33040

SCOTT RICHARD S
PO Box 1280
Shingletown, CA 96088

SCROGGINS DONNA
18784 SE Jupiter River Dr
Jupiter, FL 33458

SELLERS TARA L
5 Coral Way
Key West, FL 33040

SHERIDAN KATHLEEN H/W
7 Blithe Ct
Valley Cottage, NY 10989

SILVERKING RENTAL PROPERTIES LLC
1424 S Roosevelt Blvd
Key West, FL 33040

SIMPSON NINA M
44 Kingfisher Ln
Key West, FL 33040

SKIBA BLAIR
16 Kingfisher Ln
Key West, FL 33040

SKINNER GEORGIANNA
52 Coral Way
Key West, FL 33040

SLOANS LANDING LLC
201 Front St
Key West, FL 33040

SMITH KIT CARSON LEE
PO Box 11
Key West, FL 33041

SPOTTSWOOD PARTNERS II LTD
500 Fleming St
Key West, FL 33040

SPOTTSWOOD PARTNERS INC
500 Fleming St
Key West, FL 33040

STRAZZA STEVEN CHARLES
6 Boyd Ln
Riverside, CT 06878

STRINGFIELD EDWIN L
22 Kingfisher Ln
Key West, FL 33040

SUNSET PARTY CAT INC
6300 3rd St
Key West, FL 33040

SVENNINGSSEN ROY A
41 Coral Way
Key West, FL 33040

SWIFT EDWIN O
201 Front St
Key West, FL 33040

TEXEIRA DAVID ALFRED
3 Amaryllis Dr
Key West, FL 33040

TINES JEANETTE R LIVING TR AGREE DT
14647 Mallard Lake Dr
Chesterfield, MO 63017

TOMITA JUDY A
17 Key Haven Ter
Key West, FL 33040

TORRES LIVIA
27 Coral Way
Key West, FL 33040

TRUJILLO DONALD E
3539 Eagle Ave
Key West, FL 33040

TUFO RONALD
8 Coral Way
Key West, FL 33040

TYCLAY LP
3908 Ryalwood Ct
Valrico, FL 33596

VINTNER RESERVE LLC
449 Kiwanis Ave
Morgantown, WV 26505

VOYTIK GARY J
2700 Westside Dr NW
Cleveland, TN 37312

W.I.R.E.D. IN KEY WEST LLC
905 Truman Ave
Key West, FL 33040

WEISS ANTON M
101 Front St
Key West, FL 33040

WENZEL ELAINE S
530 Koch Rd
Linthicum Heights, MD 21090

AGENT AUTHORIZATION FORM

I

Date of Authorization: 12 / 13 / 2019
Month Day Year

I hereby authorize Barton W. Smith / SMITH HAWKS, PL be listed as authorized agent
(Print Name of Agent)

representing SH MARINAS 6000, LLC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Land Use Designation Zoning Map Amendment and Development Agreement Amendment
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

See Attached STOCK ISLAND

Lot	Block	Subdivision	Key (Island)
<u>00127480-000000</u>			<u>1161667</u>

Real Estate (RE) Number	Alternate Key Number
<u>6000 PENINSULAR AVE, STOCK ISLAND</u>	<u>5</u>

Street Address (Street, City, State & Zip Code)	Approximate Mile Marker

Authorized Agent Contact Information:

138 SIMONTON STREET, KEY WEST, FLORIDA 33040

Mailing Address (Street, City, State and Zip Code)
(305) 296-7227 BART@SMITHHAWKS.COM

Work Phone	Home Phone	Cell Phone	Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [Signature]

Printed Name of Property Owner: Robert A. Spottswood Jr., VP of SH Marinas 6000, LLC

STATE OF FLORIDA COUNTY OF MONROE

Sworn to and subscribed before me this 16th day of December, 2019,

by Robert A. Spottswood Jr., who is personally known to me OR produced
(Print Name of Person Making Statement)

as identification.

(Type of ID Produced)

Cindy Sawyer Signature of Notary Public Cindy Sawyer Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:



Date of Authorization: 12 / 13 / 2019
Month Day Year

representing BANYAN GROVE RESIDENCES, LTD. for the application submission
(Print Name of Property Owner(s) the Applicant(s))

Last Revised October 2016